

The Ankeny Community School District engages all students in an educational experience that equips them with the skills to flourish in and contribute to an everchanging world.

Minutes Ankeny School Board Meeting August 1, 2022 6:00 PM

Please turn off cellular phone during the meeting. Thank you.

Members Present

Ryan Weldon- President Aaron Johnson - Vice President Joy Burk Katie Claeys Joshua Palik Amy Tagliareni (telephonic)

Board Members Absent

Sarah Barthole

Others in Attendance

Dr. Erick Pruitt

Jon Davis

Shelley Rouse

Michelle Siefkas

Samantha Aukes

Sarah Murphy

Jennifer Jamison

Dr. Darin Haack

Jessica Dirks

Ken Morris, Jr.

Melissa Schilling

Dr. Jen Lindaman

Cory Schneden

Jodie Graham

Nancy Lehman

Tim Simpkins

Al Neppl

Shelley Northway

1. Call To Order

a. Board Meeting Location

The Board meeting will be held in the west gym at Prairie Ridge Middle School located at 1010 NW Prairie Ridge Drive, Ankeny, IA 50023.

b. Board Meeting Access

Livestream: www.YouTube.com/AnkenySchools

2. Approval Of Agenda

On a motion by Joy Burk and seconded by Aaron Johnson, it was RESOLVED: The board approved a motion to approve and accept this agenda with an amendment to item 5d, personnel report.

Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

3. Pledge of Allegiance

4. Communication From The Public

There were no public communication requests.

5. Consent Agenda

a. Minutes

• Regular Board Meeting Minutes July 25, 2022

b. Paid Bills

c. Open Enrollment

d. Personnel Report - Amended

e. Approval of Consent Agenda

On a motion by Katie Claeys and seconded by Aaron Johnson, it was RESOLVED: The board approved a motion to approve and accept these consent agenda items as recommended.

Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

6. Information Only

- a. District Safety and Security Presentation
- b. Continuum of Responses to Student Behavior Presentation
- c. Classified Retention Bonus

7. Old Business

a. Contracts and Agreements

Renewals:

- Beazley Weather Guard Weather Insurance Renewal Football Season -Approximately \$600/game
- Nick Quamme -Professional Services Agreement NVMS Show Choir Choreographer \$1,900.00
- John Deere AHS and ACHS Marching Band Equipment Loan Agreement July 29, 2022 October 31, 2022 No cost to the district
- Polk County Early Childhood of Iowa Preschool Programming Support July 1, 2022 - June 30, 2023 - Not to exceed \$39,690.00
- Data Power Technology Group Parkview Middle School- August 1, 2022 -July 31st, 2023 for \$3,115.00

New:

 The Traveling Photo Booth - Professional Service Agreement - Prairie Ridge Middle School - August 2022 - for \$1,198.00

On a motion by Joy Burk and seconded by Aaron Johnson, it was RESOLVED: The board approved a motion to approve and accept the contracts and agreements as presented. Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

b. Construction Change Orders

On a motion by Aaron Johnson and seconded by Katie Claeys, it was RESOLVED: The board approved a motion to approve the construction change orders as recommended. Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

c. Approve Mandatory Return to Learn Plan

On a motion by Aaron Johnson and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve and accept the Mandatory Return to Learn Plan as presented.

Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

d. Policies - 2nd and Final Reading

• 607.20 Student Health Services: *Mandatory policy. Annual review; minor changes for clarity and consistency.*

On a motion by Joy Burk and seconded by Joshua Palik, it was RESOLVED: The board approved a motion to approve and accept the second of two policy readings as presented. Policies are for immediate implementation upon second and final reading. Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

8. New Business

a. Consider Resolution to Continue Participation in the Instructional Support Program and Set Date for Instructional Support Levy Resolution Hearing for August 15, 2022 at 6:00 p.m. in the gymnasium of the Prairie Ridge Middle School of the Ankeny Community School District

On a motion by Aaron Johnson and seconded by Katie Claeys, it was RESOLVED: The board approved a motion to consider the continued implementation of the 10% Instructional Support Levy beginning with 2024-2025 School Year and set a public hearing date for August 15, 2022 at 6:00 p.m.

Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

b. Approve Resolution amending a Scrivener's Error in the May 18, 2020 Resolution Authorizing the Terms of Issuance and Providing for and Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds

On a motion by Aaron Johnson and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve the Resolution amending a Scrivener's Error in the May 18, 2020 Resolution Authorizing the Terms of Issuance and Providing for Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds as recommended.

Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

c. Approval of Amended and Substituted Tax Exemption Certificate

On a motion by Katie Claeys and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve of the Amended and Substituted Tax Exemption Certificate as recommended.

Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

d. Approve 2022-23 Table of Organization

On a motion by Joshua Palik and seconded by Aaron Johnson, it was RESOLVED: The board approved a motion to approve and accept the 2022-23 Table of Organization as recommended.

Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

e. Approve BASP Wage Schedule

On a motion by Joy Burk and seconded by Aaron Johnson, it was RESOLVED: The board approved a motion to approve and accept the BASP Wage Schedule as presented. Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

f. Approve 2022 IASB Priorities

On a motion by Joy Burk and seconded by Aaron Johnson, it was RESOLVED: The board approved a motion to approve and accept the 2022 IASB Priorities as presented. Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

9. Board Member Reports

Director Weldon thanked everyone for their attendance at the board meeting last week when he was unable to attend.

10. Superintendent Reports

Dr. Pruitt was able to attend the building secretary professional development session today. He offered his sincere appreciation for their work in the district and is looking forward to a great school year.

11. Closed Session

a. Closed Session - Confidential Records

Superintendent's Recommendation: "I move that we hold a closed session as provided in section 21.5(1)(k) to discuss information contained in records in the custody of a governmental body that are confidential records pursuant to section 22.7, subsection 50." (Roll Call Vote)

Any action from closed session will be taken in open session.

On a motion by Aaron Johnson and seconded by Joy Burk, it was RESOLVED: The board approved a motion to go into closed session at 7:24pm.

Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

On a motion by Joy Burk and seconded by Katie Claeys, it was RESOLVED: The board approved a motion to come out of closed session and into open session at 8:12pm. Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

On a motion by Aaron Johnson and seconded by Katie Claeys, it was RESOLVED: The board approved a motion to approve and accept the Emergency Ready Reference as presented in closed session.

Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

12. Adjournment

On a motion by Joy Burk and seconded by Katie Claeys, it was RESOLVED: The meeting adjourned at 8:13pm.

Directors Voting in favor of the motion: Ayes: Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 6 - 0.

Respectfully Submitted,	
Board President	Board Secretary

Title: Minutes

Extended Information: • Regular Board Meeting Minutes July 25, 2022

ATTACHMENTS:

File Name Description Type Upload Date

Minutes with Consent Agenda 7.25.22.pdf Minutes 7.25.22 Support Document 7/29/2022



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Minutes Ankeny School Board Meeting July 25, 2022 6:00 PM

Please turn off cellular phone during the meeting. Thank you.

Members Present

Aaron Johnson (telephonic) - Vice President Sarah Barthole (telephonic) Joy Burk Katie Claeys (telephonic) Joshua Palik Amy Tagliareni

Board Members Absent

Ryan Weldon - President

Others in Attendance

Brett Ginther

Tim Simpkins

Jon Davis

Jason Gibson

Susan Tarasi

Shelly Northway

Jodie Graham

Kathryn Armstrong

Dr. Erick Pruitt

Dr. Darin Haack

Samantha Aukes

Shannon Cole

Sarah Murphy

Jennifer Jamison

Ken Morris, Jr.

Jessica Dirks

Melissa Schilling (telephonic)

1. Call To Order

Director Johnson, vice president, presided over the meeting telephonically in the absence of President, Ryan Weldon. Directors Johnson, Barthole and Claeys were traveling on July 25, thus needing to attend the meeting telephonically, rather than in-person.

a. Board Meeting Location

The Board meeting will be held in the west gym at Prairie Ridge Middle School located at 1010 NW Prairie Ridge Drive, Ankeny, IA 50023.

b. Board Meeting Access

Livestream: www.YouTube.com/AnkenySchools

2. Approval Of Agenda

On a motion by Joy Burk and seconded by Amy Tagliareni, it was RESOLVED: The board approved a motion to approve and accept the agenda with an amendment to item 5d personnel report as recommended.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni.

Motion carried 6 - 0.

3. Pledge of Allegiance

4. Communication From The Public

a. Kathryn Armstrong - Biblical Worldview Class

5. Consent Agenda

a. Minutes

• Regular Board Meeting Minutes July 11, 2022

b. Open Enrollment

c. Paid Bills

d. Personnel Report - Amended

e. Approval of Consent Agenda

On a motion by Joy Burk and seconded by Amy Tagliareni, it was RESOLVED: The board approved a motion to approve and accept these consent agenda items as recommended. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik,

6. Information Only

- a. Facilities & Finance Committee Minutes June 2022
- b. Policy Committee Meeting Minutes May 2022
- c. SIAC Minutes June 2022
- d. Revenue Expenditure Report June 2022

7. Old Business

a. Contracts and Agreements

Renewals:

- Zoom Renewal 2022-23 Net Credit \$7,537.67
- Polk County and ASAP Ankeny Substance Abuse Project Renewal July 1, 2022 June 30, 2025 ASAP should receive around \$18,450.00/FY23
- CISCO Enterprise Wireless Agreement 5 Years \$70,000.00/Year
- All City Management 22-23 Crossing Guard Services Agreement for \$102,276.00
- LifeWorks, Inc School-Based Mental Health Services Renewal 2022-23 No Cost
- Learning Without Tears Licenses Renewal 2022-2023 for \$15,960.00
- Remind Hub Renewal 2022-2023 for \$39,000.00

New:

- OneNeck IT Solutions Microsoft Cloud Services for \$18,924.00
- Snyder & Associates Design and set budget for retention pond

Amendments:

- PowerSchool eF inance Plus Customization Amendment for \$450.00
- Computer Information Concepts, Inc Infinite Campus Onsite Training for \$4,200.00
- Memorandum of Understanding with Ankeny Education Association Regarding 8th Grade Girls Wrestling \$3328/Head and \$2662/Assistant
- Memorandum of Understanding with Public Professional and Maintenance Employees Union Regarding Interpreter Base Hourly Wage - \$35/hour

On a motion by Amy Tagliareni and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve and accept the contracts and agreements as recommended. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni.

Motion carried 6 - 0.

b. Policies - 2nd and Final Reading

• 103.00 Long-Range Needs Assessment: Mandatory policy. Annual review;

- changes for consistency, clarity and alignment with requirements.
- 104.00 Anti-Bullying/Anti-Harassment Policy: *Mandatory Policy. Annual publication required; minor changes for consistency.*
- 406.50 Communicable Diseases; Annual review; minor changes for clarity.
- 406.30 Hazardous Chemicals: *Annual review; minor changes for clarity and compliance.*
- 403.80 Licensed Employee Compensation for Extra Duty: *Annual review; minor changes for clarity.*
- 505.05 Graduation Requirements: *Annual review; minor changes for clarity and compliance.*
- 505.60 Student Directory Information: *Mandatory policy. Annual publication required; minor changes for consistency.*
- 504.32 Administration of Medication to Students: *Annual review of form; minor changes for clarity.*
- 507.80 Student with Special Health Needs: *Annual review; minor changes for clarity.*
- 600.00 Statement of Guiding Principles: *Annual review; changes for clarity and compliance.*
- 601.01 School Calendar: *Mandatory policy. Annual review; changes for consistency and clarity.*
- 601.02 School Day: *Annual review; minor changes for clarity and consistency.*
- 605.80 Technology & Instructional Materials: *Mandatory policy. Annual review;* minor changes for clarity and consistency.
- 605.02 Objections to Instructional Materials: *Mandatory policy. Annual review; minor changes for clarity and consistency.*
- 701.10 School Nutrition Program: *Mandatory policy. Annual review; minor changes for clarity and consistency.*
- 701.40 Free/Reduced Cost Meals Eligibility: *Annual notice; minor changes for clarity and compliance.*
- 702.50 Extracurricular & Other Transportation: *Annual review: minor changes for consistency.*
- 702.60 Summer School Program Transportation Services: *Annual review; addition of dates of review.*
- 702.30 Student Eligibility for Transportation: *Annual review; removal of procedural information re: Pay-to-Ride in order to maximize flexibility in implementation.*
- 910.00 Crisis Management: Annual review; minor changes for consistency.
- 904.50 Stock Epinephrine Auto-Injector Supply: *Annual review; minor changes for clarity.*
- 404.11 Personal Illness: *Removal of expired language related to COVID-leave;* minor changes for consistency and clarity.
- 501.31 Open Enrollment: Removal of references to deadlines to align with newly-amended state law.
- 703.12 Radon Testing and Mitigation: *Proposed new policy to align with requirements in newly-enacted state law.*
- 1001.60 Examination of District Public Records: *Changes to align with revised parameters in state law.*
- 605.03 Library Materials *Changes to reflect stakeholder input, as well as to add consistency and clarity*
- 605.04 Library Materials Inspection *Changes to clarify parental access to library records, as well as to add consistency and clarity*
- 605.05 Objection to Library Materials Changes to clarify the objection process,

as well as to add consistency and clarity

• 703.00 Facilities Inspections: *Proposed new policy to align with model policy guidance; annual review.*

On a motion by Joy Burk and seconded by Joshua Palik, it was RESOLVED: The board approved a motion to approve and accept the policies, second and final reading, as presented. Policies are for immediate implementation upon second and final reading. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni.

Motion carried 6 - 0.

8. New Business

a. Approve Free & Reduced Application Materials for the 2022-2023 School Year

On a motion by Joy Burk and seconded by Amy Tagliareni, it was RESOLVED: The board approved a motion to approve and accept the Free & Reduced Application Materials for the 2022-2023 School Year as recommended.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni.

Motion carried 6 - 0.

b. Policies - First of Two Readings

• 607.20 Student Health Services: *Mandatory policy. Annual review; minor changes for clarity and consistency.*

On a motion by Amy Tagliareni and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve and accept the first of two policy readings as presented. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni.

Motion carried 6 - 0.

9. Board Member Reports

Board members had nothing to report.

10. Superintendent Reports

Dr. Pruitt is excited that our students got to experience ACSD's first annual skilled trades camp this summer. We had approximately 25 students participate and he expressed his sincere gratitude to the many community partners that participated and were involved.

He is really excited to see what this might look like next summer and is hoping that we expand the program to our sixth and seventh grade students next year.

11. Adjournment

On a motion by Joy Burk and seconded by Amy Tagliareni, it was RESOLVED: The meeting adjourned at 6:20pm.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik,

Motion carried 6 - 0.		
Respectfully Submitted,		
Board President	Board Secretary	_

Open Enrollment – 07/25/22 Board Agenda

Name	Grade	Resident District	Receiving District	School Year
Belynda Carvajal	7	DMPS	Ankeny	2022-23
Jamello Cooper	7	DMPS	Ankeny	2022-23
Emanuwel Davis	9	DMPS	Ankeny	2022-23
Beau Thomas	4	DMPS	Ankeny	2022-23
Alan Hethcot	6	Marshalltown	Ankeny	2022-23
Aleela Hethcot	3	Marshalltown	Ankeny	2022-23
Alena Hethcot	9	Marshalltown	Ankeny	2022-23
Alessia Hethcot	1	Marshalltown	Ankeny	2022-23
Liam Braymen	3	North Polk	Ankeny	2022-23
Aalize Myers-Torrez	10	North Polk	Ankeny	2022-23
Carson Vodochodsky	1	Ankeny	DMPS	2022-23
Jaxson Vodochodsky	2	Ankeny	DMPS	2022-23

Superintendent Recommendation: Approve above open enrollment requests.

Superintendent Recommendation: Deny above open enrollment requests.					

Superintendent Recommendation: Approve above open enrolled Varsity participation waiver requests.



Title: Paid Bills

ATTACHMENTS:

File Name Description Type Upload Date

 July 25
 2022 Paid Bills.pdf
 July 25,2022 Paid Bills
 Support Document
 7/21/2022

Check Numb	per Transaction Fund	Vendor Name	Transaction Amount	Remarks
467405	GENERAL	COLLECTION SERVICES CENTER		OTHER DISBURSEMENT
467406	GENERAL	ROTH - COMMON REMITTER	·	OTHER DISBURSEMENT
467407	GENERAL	COMMON REMITTER SERVICES	\$492.89	OTHER DISBURSEMENT
467408	GENERAL	GENERAL FUND - DENTAL SERVICE		OTHER DISBURSEMENT
467409	GENERAL	GREAT WESTERN BANK	. ,	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK		OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	·	OTHER DISBURSEMENT
467410	GENERAL	ISOLVED BENEFIT SERVICES	. ,	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES		OTHER DISBURSEMENT
467411	GENERAL	TREASURER STATE OF IOWA	. ,	OTHER DISBURSEMENT
467412	GENERAL	FIDELITY SECURITY LIFE	. ,	OTHER DISBURSEMENT
467413	GENERAL	COLONIAL LIFE PROCESSING CENTER	. ,	OTHER DISBURSEMENT
	GENERAL	COLONIAL LIFE PROCESSING CENTER		OTHER DISBURSEMENT
	GENERAL	COLONIAL LIFE PROCESSING CENTER	'	OTHER DISBURSEMENT
467414	GENERAL	MADISON NATIONAL LIFE INSURANCE CO.		INSTR DISBURSEMENT
.07 12 1	GENERAL	MADISON NATIONAL LIFE INSURANCE CO.	. ,	INSTR DISBURSEMENT
467415	GENERAL	UHS PREMIUM BILLING	. ,	OTHER DISBURSEMENT
467416	GENERAL	ABC PEST CONTROL		MAINT SERVICE
467417	GENERAL	ACADEMIC THERAPY PUBLICATIONS	. ,	INSTR SUPPLIES
467418	ATHLETIC	AGRILAND FS INC	·	INSTR SUPPLIES
467419	GENERAL	AHLERS AND COONEY P.C.	1 /	ADMIN SERVICE
467420	ATHLETIC	ALL AMERICAN TIMING		INSTR SERVICE
467421	GENERAL	MICHELLE ALLEN	. ,	ADMIN TRAVEL
467423	ATHLETIC	AMAZON BUSINESS	· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
407423	GENERAL	AMAZON BUSINESS	' -	MAINT SUPPLIES
	GENERAL	AMAZON BUSINESS	· · · · · · · · · · · · · · · · · · ·	MAINT SUPPLIES
	GENERAL	AMAZON BUSINESS		INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	. ,	ADMIN SUPPLIES
	PPEL	AMAZON BUSINESS		INSTR SUPPLIES
	ACTIVITY	AMAZON BUSINESS	. ,	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	'	MAINT SUPPLIES
	GENERAL	AMAZON BUSINESS		INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS		INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS		ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	·	
	NON STUDENT AGENCY	AMAZON BUSINESS		ADMIN EQUIP
				INSTR SUPPLIES
	ACTIVITY	AMAZON BUSINESS AMAZON BUSINESS	'	INSTR SUPPLIES
	GENERAL			MAINT SUPPLIES
467424	GENERAL	AMAZON BUSINESS		MAINT SUPPLIES
467424	GENERAL	ANKENY AMERICAN LEGION POST #42		MAINT SUPPLIES
467425	GENERAL	ANKENY HARDWARE	`	MAINT SUPPLIES
	GENERAL	ANKENY HARDWARE		MAINT SUPPLIES
467426	GENERAL	ANKENY HARDWARE	· · · · · · · · · · · · · · · · · · ·	MAINT SUPPLIES
467426	GENERAL	ANKENY SCHOOL FOUNDATION	·	INSTR REFUNDS
467427	ATHLETIC	APPLE COMPUTER INC	· · ·	INSTR SUPPLIES
	GENERAL	APPLE COMPUTER INC	·	MEDIA SUPPLIES
447400	GENERAL	APPLE COMPUTER INC		INSTR SUPPLIES
467428	GENERAL	ARC IOWA PT PLUS LLC-USE 36828	•	ADMIN SERVICE
467429	GENERAL	ARNOLD MOTOR SUPPLY		MAINT SUPPLIES
	GENERAL	ARNOLD MOTOR SUPPLY		MAINT SUPPLIES
44=45-	GENERAL	ARNOLD MOTOR SUPPLY		MAINT SERVICE
467430	GENERAL	ASSET SERVICES		ADMIN SERVICE
467431	GENERAL	BACKGROUND INVESTIGATION BUREAU LLC	·	ADMIN SERVICE
467432	GENERAL	NANCY R BAKKE		ADMIN TRAVEL
467433	ATHLETIC	BALLARD COMMUNITY SCHOOL DIST.		INSTR DUES
	GENERAL	BALLARD COMMUNITY SCHOOL DIST.	· · · · · · · · · · · · · · · · · · ·	INSTR TUITION
467434	ATHLETIC	JOSHUA BAXTER		INSTR OFFICIALS
467435	ATHLETIC	MICHAEL L BELL		INSTR OFFICIALS
467436	ATHLETIC	DAVID BILLINGS	·	INSTR SERVICE
467437	GENERAL	BIO-RAD LABORATORIES INC		INSTR SUPPLIES
467438	GENERAL	DICK BLICK	\$115.28	INSTR SUPPLIES

467439	ATHLETIC	BOBS CUSTOM TROPHIES	¢240.40	THETP CUPPLIES
467439	GENERAL	BOBS CUSTOM TROPHIES		INSTR SUPPLIES ADMIN SUPPLIES
467440	ATHLETIC	DREW BOFFELI	•	INSTR OFFICIALS
467441	ATHLETIC	LEE BRECHT		INSTR OFFICIALS
467442	PPEL	BRIGHTLY SOFTWARE INC		MAINT SERVICE
			. ,	
467443	ATHLETIC	JEFFREY M BROOKS		INSTR SERVICE
467444	GENERAL	KIMBERLY BROWN		ADMIN TRAVEL
467445	ATHLETIC	BSN SPORTS LLC	. ,	INSTR SUPPLIES
467446	GENERAL	BSN SPORTS LLC		INSTR SUPPLIES
467446	GENERAL	BULB GUY LIGHTING LLC	•	MAINT SUPPLIES
467447	ATHLETIC	WILLIAM L BURCHETT		INSTR OFFICIALS
467448	GENERAL	CAPITAL SANITARY SUPPLY CO INC	1-7	MAINT SUPPLIES
	GENERAL	CAPITAL SANITARY SUPPLY CO INC	·	MAINT SUPPLIES
467449	PPEL	CENTRAL STATES ROOFING	· '	CONSTRUCT SERVICE
467450	GENERAL	HOON CHOI	·	ADMIN TRAVEL
467451	ATHLETIC	GABRIEL CHRISTENSEN	· ·	INSTR OFFICIALS
467452	GENERAL	CIT CHARTERS	. ,	TRANSP SERVICE
	GENERAL	CIT CHARTERS	1-7	TRANSP TRAVEL
467453	GENERAL	CITY OF ANKENY	, ,	TRANSP SUPPLIES
	GENERAL	CITY OF ANKENY	. ,	MAINT SUPPLIES
	GENERAL	CITY OF ANKENY		TRANSP SUPPLIES
467454	SAVE - CP	CK FAIRCO INC	\$8,089.25	CONSTRUCT SERVICE
467455	GENERAL	COMBUSTION CONTROL CO	\$5,033.00	MAINT SERVICE
467456	GENERAL	COMMAND PERFORMANCE LANGUAGE INST	\$1,554.25	INSTR SUPPLIES
467457	GENERAL	CONTINENTAL CLAY COMPANY	\$1,147.87	INSTR SUPPLIES
467458	SAVE - CP	CORE CONSTRUCTION SERVICES	\$96,243.55	CONSTRUCT SERVICE
467459	ACTIVITY	INES KURTOVIC CRING	\$80.00	INSTR SERVICE
467460	SAVE - CP	DDVI INC	\$123,225.01	CONSTRUCT SERVICE
467461	ATHLETIC	DECKER SPORTING GOODS INC	\$2,448.95	INSTR SUPPLIES
467462	GENERAL	DEMCO INC.	\$203.48	MEDIA SUPPLIES
467463	GENERAL	DEMOULIN BROTHERS & CO	\$44.50	INSTR SUPPLIES
467464	GENERAL	DEPARTMENT OF EDUCATION	\$350.00	TRANSP SERVICE
467465	ATHLETIC	DES MOINES AREA COMM. COLLEGE	\$6,201.38	INSTR SERVICE
	GENERAL	DES MOINES AREA COMM. COLLEGE	\$17,371.51	MAINT SERVICE
	GENERAL	DES MOINES AREA COMM. COLLEGE	\$8,753.82	MAINT SUPPLIES
467466	GENERAL	DES MOINES IND SCHOOL DISTRICT	\$115,883.79	INSTR TUITION
467467	GENERAL	DES MOINES REGISTER COMMUNITY PUBL	\$724.89	ADMIN SERVICE
467468	SAVE - CP	DEVRIES ELECTRIC INC	\$139,201.60	CONSTRUCT SERVICE
467469	ATHLETIC	MIKE DICK	\$129.00	INSTR OFFICIALS
467470	GENERAL	DIVISION OF LABOR SERVICES	\$40.00	MAINT SERVICE
467471	ATHLETIC	DRUE WOLFE	\$1,750.00	INSTR SERVICE
467472	ATHLETIC	MAX DUNLAP	\$240.00	INSTR OFFICIALS
467473	SAVE - CP	ELITE GLASS AND METAL LLC	\$116,972.83	CONSTRUCT SERVICE
467474	ATHLETIC	ELSMORE SPORTS INC		INSTR SUPPLIES
467475	MANAGEMENT	EMC INSURANCE COMPANIES		MAINT SERVICE
467476	GENERAL	ETA HAND2MIND	•	INSTR BOOKS
467477	GENERAL	THE FASTENAL COMPANY		ADMIN SUPPLIES
467478	GENERAL	FEDEX FREIGHT	•	INSTR BOOKS
467479	ACTIVITY	FIRST INTERSTATE BANK		OTHER CHANGE CASH
467480	GENERAL	FREESTYLE	·	INSTR SUPPLIES
467481	SAVE - CP	FREVERT RAMSEY KOBES	·	CONSTRUCT SERVICE
467482	ATHLETIC	JON MARSHALL FRIEST		INSTR OFFICIALS
467483	GENERAL	FRONTLINE TECHNOLOGIES GROUP LLC		ADMIN SERVICE
467484	GENERAL	FRONTSTREAM HOLDINGS LLC		ADMIN SERVICE
467485	ATHLETIC	GREGORY SCOTT GILL	,	INSTR OFFICIALS
467486	GENERAL	GOLDEN VALLEY SUPPLY CO		MAINT SUPPLIES
467487	GENERAL	JODIE GRAHAM		ADMIN TRAVEL
467488	ATHLETIC	TYLAR GREENE		INSTR OFFICIALS
			•	
467489	GENERAL ATHLETIC	WADE GRINHAUG	· ·	INSTR TRAVEL
467490	ATHLETIC	DONALD HEINRICH		INSTR OFFICIALS
467491	ATHLETIC	DARREN A HERROLD		INSTR OFFICIALS
467492	GENERAL	HOUCHEN BINDERY CO.		ADMIN SERVICE
467493	ATHLETIC	HY-VEE - PRAIRIE TRAIL	ş45.48	INSTR SUPPLIES

467494	GENERAL	INFOMAX OFFICE SYSTEMS	\$644.86	ADMIN SUPPLIES
102 101	GENERAL	INFOMAX OFFICE SYSTEMS		ADMIN SERVICE
467495	ATHLETIC	INTERNATIONAL E-Z UP	. ,	INSTR SUPPLIES
467496	GENERAL	INTERNATIONAL PAPER CO		MAINT SERVICE
467497	GENERAL	IOWA COMMUNICATIONS NETWORK	· ·	ADMIN SERVICE
467498	ATHLETIC	IOWA GIRLS HS ATH UNION	·	INSTR SUPPLIES
467499	ATHLETIC	IOWA HIGH SCHOOL ATHLETIC ASSOC.		INSTR SUPPLIES
467500	GENERAL	IOWA HOME CARE WEST DES MOINES		INSTR SERVICE
467501	ACTIVITY	IOWA YOUTH RUGBY ASSOCIATION	•	INSTR SERVICE
467502	ATHLETIC	JEROLD R JAEGER	·	INSTR OFFICIALS
467503	ATHLETIC	WILLIAM J JESSE		INSTR OFFICIALS
467504	GENERAL	JOSTENS	·	ADMIN SUPPLIES
467505	ATHLETIC	ADAM JUHL	<u> </u>	INSTR OFFICIALS
467506	GENERAL	LARGEFOOT LLC	•	ADMIN SERVICE
467507	ATHLETIC	MICHAEL KAISER	· '	INSTR OFFICIALS
467508				
	ATHLETIC	SAMANTHA KAY POOCK	. ,	INSTR SERVICE
467509	GENERAL	KENDALL HUNT PUBLISHING COMPANY		INSTR SUPPLIES
467510	ATHLETIC	DEAN KIRKPATRICK	·	INSTR OFFICIALS
467511	SAVE - CP	KRUCK PLUMBING & HEATING CO INC	· ,	CONSTRUCT SERVICE
467512	PPEL	LASER RESOURCES L.L.C.		ADMIN EQUIP
467513	GENERAL	LASHIER PARTNERS LLC	. ,	INSTR SUPPLIES
467514	ACTIVITY	JOSHUA LAW	. ,	INSTR SERVICE
467515	PPEL	LAWNOXYGEN QUALITY LANDSCAPE SOLUTI	. ,	CONSTRUCT SERVICE
467516	GENERAL	LEADING EDGE LAMINATING	. ,	ADMIN SUPPLIES
467517	ATHLETIC	ALLISON MACKE		INSTR SERVICE
467518	GENERAL	ALISON MAHONEY-DORAN	\$612.95	ADMIN TRAVEL
467519	GENERAL	MAIL SERVICES LLC	· ·	ADMIN SERVICE
467520	ATHLETIC	PAUL MEFFORD	\$115.00	INSTR OFFICIALS
467521	GENERAL	MENARDS	\$105.68	MAINT SUPPLIES
467522	PPEL	MIDWEST COMPUTER PRODUCTS INC.	\$2,598.00	INSTR EQUIP
467523	ATHLETIC	KAYLYN MILLER	\$488.00	INSTR SERVICE
467524	GENERAL	MMIT BUSINESS SOLUTIONS GROUP	\$85.87	MAINT SERVICE
	GENERAL	MMIT BUSINESS SOLUTIONS GROUP	\$171.55	ADMIN SERVICE
	GENERAL	MMIT BUSINESS SOLUTIONS GROUP	\$34.90	ADMIN SERVICE
467525	GENERAL	MONDAY.COM LTD	\$15,543.84	ADMIN SERVICE
467526	GENERAL	MYBINDING LLC	\$2,650.00	ADMIN EQUIP
467527	GENERAL	NAESP	\$114.39	INSTR SUPPLIES
467528	ATHLETIC	NEWTON HIGH SCHOOL	\$150.00	INSTR DUES
467529	ATHLETIC	MICHAEL O'CONNOR	\$150.00	INSTR SERVICE
467530	GENERAL	OFFICE DEPOT	\$88.50	INSTR SUPPLIES
	GENERAL	OFFICE DEPOT	\$218.33	INSTR SUPPLIES
	GENERAL	OFFICE DEPOT	\$6.72	MAINT SUPPLIES
467531	GENERAL	OPC DIRECT	\$884.66	ADMIN SUPPLIES
467532	SAVE - CP	OPN ARCHITECTS	\$7,791.74	CONSTRUCT SERVICE
467533	GENERAL	THE PAPER CORPORATION	\$8,912.63	ADMIN SUPPLIES
467534	GENERAL	PASCO SCIENTIFIC		INSTR SUPPLIES
467535	GENERAL	CHERESE PEARSON		INSTR TRAVEL
467536	GENERAL	PLTW	·	ADMIN SERVICE
467537	ATHLETIC	POWER MUSIC INC		INSTR SUPPLIES
467538	ATHLETIC	JOSEPH PROBASCO	•	INSTR OFFICIALS
467539	GENERAL	RACK PERFORMANCE LLC		INSTR SUPPLIES
467540	SAVE - CP	RAPIDS WHOLESALE INC		CONSTRUCT SERVICE
467541	ATHLETIC	ADDYSON RECTOR		INSTR SERVICE
467542	NON STUDENT AGENCY	REVTRAK	·	COMM ENG SERVICE
467543	ATHLETIC	J P RICHARDSON	· ·	INSTR OFFICIALS
467544	ATHLETIC	RIDDELL/ALL AMERICAN SPORTS CORP	· ·	INSTR SUPPLIES
467545	MANAGEMENT	FIRST DAKOTA INDEMNITY COMPANY	. ,	INSTR DISBURSEMENT
467546	PPEL	RKB SYSTEMS LLC		
				CONSTRUCT SUPPLIES
467547	ATHLETIC	TMS3 ENTERPRISES LLC		INSTR SUPPLIES
467548	SAVE - CP	SANDSTONE MANAGEMENT LTD.		CONSTRUCT SERVICE
467549	ATHLETIC	BRIAN SAUSER	,	INSTR OFFICIALS
467550	ATHLETIC	CAROL E SCHLEIHS	· · · · · · · · · · · · · · · · · · ·	INSTR OFFICIALS
467551	GENERAL	SCHOLASTIC BOOK CLUBS	\$199.50	INSTR SUPPLIES

467553	GENERAL	SAI-SCHOOL ADMINISTRATORS OF IA.	\$16,353.00	ADMIN DUES
467554	GENERAL	SCHOOL SPECIALTY LLC		MAINT SUPPLIES
	GENERAL	SCHOOL SPECIALTY LLC	·	ADMIN SUPPLIES
467555	ATHLETIC	THOMAS D SCHREURS		INSTR OFFICIALS
467556	ATHLETIC	WILLIAM M SEALS	•	INSTR SERVICE
467557	GENERAL	SEVERIN INTERMEDIATE HOLDINGS LLC	•	ADMIN SERVICE
467558	ACTIVITY	SLEISTER MUSIC	• • •	INSTR SERVICE
467559	ATHLETIC	DANNIE T SPANN JR	· · · · · · · · · · · · · · · · · · ·	INSTR OFFICIALS
467560	SAVE - CP	STAHL CONSTRUCTION CO.	·	CONSTRUCT SERVICE
467561	GENERAL	JOSHUA STAPLE	· · · · · · · · · · · · · · · · · · ·	ADMIN TRAVEL
467562	GENERAL	STREET SMARTS LLC	•	INSTR SERVICE
467563	PPEL	SVPA ARCHITECTS INC		CONSTRUCT SERVICE
467564	GENERAL	TIERNEY BROTHERS INC.	· '	INSTR SUPPLIES
467565	NON STUDENT AGENCY	TIGERLILY STEM LLC	· '	COMM ENG SERVICE
467566	ATHLETIC	CADE TOMLINSON		INSTR SERVICE
467567	ATHLETIC	RODNEY TOMLINSON	•	INSTR SERVICE
467568	ATHLETIC	CARSEN ELYSE ROWE		INSTR SERVICE
407308	ATHLETIC	CARSEN ELYSE ROWE	· '	INSTR SUPPLIES
467569	GENERAL	TRIO MARKETING BRANDING ADVERTISING		ADMIN SERVICE
	GENERAL	ULINE	· '	
467570 467571	GENERAL	URBAN SUPERINTENDENTS ASSOC AMERICA	· · · · · · · · · · · · · · · · · · ·	ADMIN EQUIP ADMIN DUES
			<u> </u>	
467572 467573	GENERAL GENERAL	URBANDALE COMMUNITY SCHOOLS ERIN VAN DORIN	· ,	INSTR TUITION INSTR TRAVEL
		·	<u> </u>	
467574	ATHLETIC	TYLER VANDEWATER	•	INSTR OFFICIALS
467575	GENERAL	VERITIV OPERATING CO		ADMIN SUPPLIES
467576	GENERAL	VERIZON WIRELESS	•	ADMIN SERVICE
467577	ATHLETIC	WEE'S TEES LLC	<u> </u>	INSTR SUPPLIES
467578	ATHLETIC	WEST COAST FACEMASKS LLC		INSTR SUPPLIES
467579	GENERAL	WEST MUSIC COMPANY	•	INSTR SUPPLIES
467580	GENERAL	WINDSTREAM	\$183.05	ADMIN SERVICE
			10 700 141 11	
		GENERAL FUND SUB-TOTAL	\$3,592,461.11	
16000	CENERAL	WINDSTREAM	*1 045 05	ADMIN CEDICE
16228	GENERAL	WINDSTREAM	<u> </u>	ADMIN SERVICE
16229	ATHLETIC	FIRST INTERSTATE BANK		ATHLETIC CHANGE CASH
16230	GENERAL	INTERACTIVE HEALTH TECHNOLOGIES		MAINT SERVICE
16230	GENERAL	WASTE MANAGEMENT OF IOWA	· '	INSTR SUPPLIES
16232	GENERAL	MIDAMERICAN ENERGY	· ' '	MAINT SUPPLIES
16000	GENERAL	MIDAMERICAN ENERGY		MAINT SUPPLIES
16333	GENERAL	MIDAMERICAN ENERGY		MAINT SUPPLIES
16234	GENERAL	CENTURY LINK	· · · · · · · · · · · · · · · · · · ·	ADMIN SERVICE
16235	GENERAL	MCI	· · · · · · · · · · · · · · · · · · ·	ADMIN SERVICE
16236	GENERAL	UNITED STATES CELLULAR	·	ADMIN SERVICE
16237	GENERAL	VERIZON WIRELESS	•	ADMIN SERVICE
16238	GENERAL	WINDSTREAM	•	ADMIN SERVICE
16239	GENERAL	AMAZON BUSINESS		ADMIN SUPPLIES
16240	GENERAL	MACKIN EDUCATIONAL RESOURCES	<u> </u>	INSTR SUPPLIES
16241	GENERAL	MCGRAW HILL SCHOOL EDUCATION	\$2,500.00	ADMIN SERVICE
		CENTER I FUND CUIT TOTAL		
		GENERAL FUND SUB-TOTAL	\$227,111.10	
		GENERAL FUND GRAND TOTAL	\$3,819,572.21	
700533	CUTI D CARE THE	AMAZON BUGYE:ZZZ	****	THOTO CHES: TO
700693	CHILD CARE FUND	AMAZON BUSINESS	•	INSTR SUPPLIES
700694	CHILD CARE FUND	JILL M HEIMERMAN	<u> </u>	INSTR TRAVEL
700695	CHILD CARE FUND	KARA HOOGENSEN		INSTR TRAVEL
700696	CHILD CARE FUND	WEE'S TEES LLC	\$900.70	INSTR SUPPLIES
		CHILD CARE FUND SUB-TOTAL	\$1,289.93	
20190	CHILD CARE FUND	VERIZON WIRELESS	\$464.22	ADMIN SERVICE
		CHILD CARE FUND SUB-TOTAL	\$464.22	
	1	CHILD CARE FUND GRAND TOTAL	<i>\$1,754.15</i>]

			1	
246554	NUTRITION	MARK ABBAS	¢67.7E	NUTRITION REFUNDS
246555	NUTRITION	ANDREA ALBA	· ·	NUTRITION REFUNDS
246556		1	' '	
	NUTRITION	SARAH ALLAN	· ·	NUTRITION REFUNDS
246557	NUTRITION	ANDERSON/ERICKSON DAIRY INC.		NUTRITION SUPPLIES
246558	NUTRITION	TYLER ARCHER		NUTRITION REFUNDS
246559	NUTRITION	MICAH BERBERICH	<u>'</u>	NUTRITION REFUNDS
246560	NUTRITION	JOSH BLUNCK		NUTRITION REFUNDS
246561	NUTRITION	JEREMY BRADEN	\$19.40	NUTRITION REFUNDS
246562	NUTRITION	DAN BRUNKOW	\$14.90	NUTRITION REFUNDS
246563	NUTRITION	KAREN BUSER	\$46.30	NUTRITION REFUNDS
246564	NUTRITION	SUSAN E CARLSON	\$288.84	NUTRITION TRAVEL
246565	NUTRITION	HARLEY DOTZENROD	\$20.60	NUTRITION REFUNDS
246566	NUTRITION	DANIELLE DREW	\$77.50	NUTRITION REFUNDS
246567	NUTRITION	SARA KAY EASON	\$19.55	NUTRITION REFUNDS
246568	NUTRITION	REVAN ELKHATIB	\$18.05	NUTRITION REFUNDS
246569	NUTRITION	BRYAN ELMQUIST	\$49.50	NUTRITION REFUNDS
246570	NUTRITION	MATTHEW FINGER	· · · · · · · · · · · · · · · · · · ·	NUTRITION REFUNDS
246571	NUTRITION	BRIANNE FLODEN	· ·	NUTRITION REFUNDS
246572	NUTRITION	ASHLEY GARRIN		NUTRITION REFUNDS
246572 246573	NUTRITION	JENNIFER HILL		NUTRITION REFUNDS
246573 246574	NUTRITION	HEIDI HOLSAPPLE	<u>'</u>	NUTRITION REFUNDS
	NUTRITION	ROGER HOWARD	<u> </u>	
246575				NUTRITION REFUNDS
246576	NUTRITION	THAO NGUYEN HUYNH		NUTRITION REFUNDS
246577	NUTRITION	DEANNA JANSSEN	<u> </u>	NUTRITION REFUNDS
246578	NUTRITION	ALISSA JOURDAN		NUTRITION REFUNDS
246579	NUTRITION	LISA KALLEMBACH	\$58.55	NUTRITION REFUNDS
246580	NUTRITION	HEATHER LICHT	\$44.40	NUTRITION REFUNDS
246581	NUTRITION	CODY MASON	\$46.50	NUTRITION REFUNDS
246582	NUTRITION	ANGELA MEYER	\$22.25	NUTRITION REFUNDS
246583	NUTRITION	SHELLY MURRAY	\$32.27	NUTRITION REFUNDS
246584	NUTRITION	MICHELLE NORIEGA	\$30.18	NUTRITION REFUNDS
246585	NUTRITION	SARAH OBANNON	\$21.60	NUTRITION REFUNDS
246586	NUTRITION	ALLISON PEDERSON	\$19.30	NUTRITION REFUNDS
246587	NUTRITION	SHANA PLAMBECK	\$12.05	NUTRITION REFUNDS
246588	NUTRITION	ASHRAF QUADIR	\$129.90	NUTRITION REFUNDS
246589	NUTRITION	RAPIDS WHOLESALE INC	<u>'</u>	NUTRITION EQUIP
246590	NUTRITION	KENNETH RIVARD		NUTRITION REFUNDS
246591	NUTRITION	LAURA SANCHEZ		NUTRITION REFUNDS
246592	NUTRITION	CANDI SCHEURMAN		NUTRITION TRAVEL
246593	NUTRITION	HEIDI SCHLEICHER	· · · · · · · · · · · · · · · · · · ·	NUTRITION REFUNDS
			<u>'</u>	
246594	NUTRITION	KYLE SCHULZ	· · · · · · · · · · · · · · · · · · ·	NUTRITION REFUNDS
246595	NUTRITION	ADAM SHAW	· ·	NUTRITION REFUNDS
246596	NUTRITION	CHRIS SIEVERS	· · · · · · · · · · · · · · · · · · ·	NUTRITION REFUNDS
246597	NUTRITION	STEPHANIE SIMS	·	NUTRITION REFUNDS
246598	NUTRITION	TINA SKINNER	<u>'</u>	NUTRITION REFUNDS
246599	NUTRITION	JOSEPH SMITH		NUTRITION REFUNDS
246600	NUTRITION	JOSHUA STRANG	<u>'</u>	NUTRITION REFUNDS
246601	NUTRITION	CASSIE TEN NAPEL	\$91.45	NUTRITION REFUNDS
246602	NUTRITION	ANGIE TETER	\$16.55	NUTRITION REFUNDS
246603	NUTRITION	WENDY WALDERBACH	\$10.40	NUTRITION REFUNDS
246604	NUTRITION	STACIA WEBER	\$31.80	NUTRITION REFUNDS
246605	NUTRITION	JESSICA WILLER	\$36.35	NUTRITION REFUNDS
		NUTRITION FUND GRAND TOTAL	\$54,145.14	
				1

This is to certify that the following expenditures have been approved this 25th day of July, 2022

General Fund/Student Activity/Capital Projects/PPEL/Debt Service/SAVE

Childcare Fund Nutrition Fund	tal Frojects/FF EEDest ectivice/OAVE	\$ \$	1,754.15 54,145.14
	Ryan Weldon, President	-	
	Aaron Johnson, Vice President	-	
	Sarah Barthole	-	
	Joy Burk	-	
	Katie Claeys	-	
	Joshua Palik	-	
	Amy Tagliareni	-	

Jennifer Jamison, Board Secretary

\$ 3,819,572.21



Title: Personnel Report

ATTACHMENTS:

File Name Description Type Upload Date

Personnel Report 7.25.22.pdf Personnel Report 7.25.22 Support Document 7/22/2022

AMENDED Personnel Memorandum July 25, 2022

The buildings to which employees are being assigned upon hire, from and to which employees are transferring and/or being reassigned, and from which they are departing is provided at Board request. These locations are informational only and based on district needs at the time of the Personnel Memorandum; contracts and employment agreements are between the employee and the district. Board approval of these internal hires and transitions does not create a contractual relationship between the employee and a particular building nor does it limit the rights and obligations outlined in any relevant collective bargaining agreement.

SY 22-23

*pending background check and/or post offer physical assessment

Appointments - Certified

Employee	Position	Location	Notes
Douglas Rucker	3rd Grade Teacher	Southeast Elementary	
Melisa Mehmedovic	Special Education Teacher	Ashland Ridge Elementary	
Sean Cano	Social Studies	Ankeny High	

Resignations - Certified

Employee	Position	Location	Notes
Joshua Lundahl	Social Worker	Parkview Middle School	Resignation, Pending Payment

Appointments - Classified / Confidential

Employee Position Location		Location	Notes	
Kayla Meyer	Special Education Associate	Northwest Elementary	Reassigned from Part-time to Full-time	
Jenna Thomas	Special Education Associate	Prairie Trail Elementary	Reassigned from Part-time to Full-time	
Dagan Peacock	Special Education Associate	Rock Creek Elementary	Reassigned from Part-time Special Education Associate at Northeast Elem.	
Leslie Twedt	Lead Associate	Heritage Elementary	Transferring from Special Education	

			Associate at Westwood Elementary	
Salamatou Atchale	Custodian	Ashland Ridge Elementary	Pending Physical Assessment	
Amy Carlsen	Special Education Associate	Crocker Elementary	Reassigned from Part-Time General Education Associate at Crocker Elementary	
Mary Bartelson	Special Education Associate	Beyond Program	Transferring from Special Education Associate at Southview	
Shannon Adcock	Special Education Associate	Crocker Elementary	Reassigned from Part-Time to Full-Time	
Lisa Bechtel	Building Secretary (9 month)	Prairie Ridge Middle School		
Julie Steenhoek	Special Education Associate	Crocker Elementary	Reassigned from Part-Time to Full-Time	
Anthony Rumbaugh	Special Education Associate	Southeast Elementary	Reassigned from Part-Time to Full-Time	
Lisa Baker	Special Education Associate	Southeast Elementary	Transferring from Part-Time Special Education Associate at Westwood Elementary to Full-Time	
Barbara Clubb	Special Education Associate	Ashland Ridge Elementary		
Jennifer Longmire	Teacher Associate	Centennial High		
Shanna Bollwinkel	Teacher Associate	Northeast Elementary		
Amanda DeSart	Special Education Associate	Crocker Elementary	Transferring from Part-Time Special Education Associate at Terrace Learning Center to Full-Time	
Kerry Fallon	Special Education Associate	Rock Creek Elementary		
Jessica Swanson	Secretary	Centennial High	Transferring from Special Education Associate at Ashland Ridge to 10/month Secretary at Centennial High	
Kindel Larkins	Special Education Associate	Ashland Ridge	Transferring from Special Education Associate at Rock Creek	
Ashley Carr	Special Education Associate	Crocker	Transferring from Part Time Special at Southeast to Full Time Special Education Associate	
Jenna Adrian	Teacher Associate	Rock Creek		
Megan Michel	Special Education Associate	Crocker	Transferring from Part Time at BASP to Full Time Special Education Associate	
Jessica Ihnen	Special Education Associate	Beyond Program	Transferring from Special Education Associate at Ankeny High	

Cherielyn Sporrer	Special Education Associate	Terrace Learning Center	
Rebekah Schnackel	Special Education Associate	Centennial High	
Kelli Enos	Special Education Associate	Ashland Ridge Elementary	
Michelle Huseman	Special Education Associate	Terrace Learning Center	
Adisa Smajlovic	Special Education Associate	Heritage Elementary	
Danielle Scelonge	Special Education Associate	Heritage Elementary	Transferring from Special Education Associate at Southeast Elementary
Cortney Pous-Ojeda	Special Education Associate	East Elementary	Transferring from Part-Time General Education Associate at East Elementary
Emily Dittmer	Special Education Associate	Crocker Elementary	
Nancy Benson	Special Education Associate	Centennial High	
Mackenna Sparks	Special Education Associate	Prairie Trail	
Andrijana Omerovic	Cook I	Westwood Elementary	Pending Physical
Mary Ann Burrows	Cook I	Crocker Elementary	Reassigned from Parkview Middle School
Christine Lassers	Special Education Associate	Terrace Learning Center	Pending Physical Assessment
Amy Jones	Special Education Associate	Terrace Learning Center	
Sarah Dilling	Special Education Associate	Ashland Ridge Elementary	
Audra Cawelti	Special Education Associate	Southeast Elementary	
Catherine Hirschman	Nutrition Services Team Lead II	Prairie Trail Elementary	Pending Physical Assessment
Alison Wiley	Preschool Associate	Terrace Learning Center	
Norha Stoutenberg	Preschool Associate	Terrace Learning Center	
Kimberly Kaiser	Special Education Associate	Heritage Elementary	Pending Background Check
Elisabeth Flinkman	Special Education Associate	Heritage Elementary	
Tasha Kruse	Special Education Associate	Northwest Elementary	Pending Background Check
Julia Henkle	Lead Secretary	Terrace Learning Center	Transfer from Building Secretary at Northwest Elementary

Katie Crawley	General Education Associate	Prairie Ridge Middle School	
Jodi Bendezu	General Education Associate	Northeast Elementary	

Resignations - Classified / Confidential

Employee	Position	Location	Notes
Kristie Engelen	Special Education Associate	Heritage Elementary	Resignation
Menka Wonzon	Head Custodian	Prairie Trail Elementary	Resignation
Michelle Perdue	Special Education Associate	Terrace Learning Center	Resignation

Appointments - Administrative

Employee	Position	Location	Notes
Nicole Kuhns	Associate Principal	Southview Middle School	Transferred from Assistant Principal
Nickolas Quinlan	Assistant Principal	Prairie Ridge Middle School	

Appointments - Extra-Curricular

Employee	Position	Location	Notes
Matthew Klingner	9th Assistant Boys Basketball	Northview	
Mykel Carlson	8th Head Girls Wrestling	Southview/Northview	
Olivia Drexler	Assistant Girls Wrestling	Ankeny/Centennial High	
Amber Medici	Wellness Facilitator	Prairie Ridge	
Paul Evans	8th Assistant Football	Northview	

Resignations - Extra Curricular

Employee	Position	Location	Notes
Nicole McFarland	Wellness	Prairie Ridge	
Jackson Marwitz	9th Head Baseball	Southview	
Jalen Sickels	10th Head Baseball	Ankeny High	

Nick Nelson	Head Boys Track	Ankeny High	
Paul Pedersen	10th Assistant Boys Basketball	Centennial High	



Title: Paid Bills

ATTACHMENTS:

File Name Description Type Upload Date

<u>August 1 2022 Paid Bills.pdf</u> Paid Bills - Aug. 1, 2022 Support Document 7/28/2022

Check Numb	or Transaction Fund	Vanday Name	Transaction Amount	Domarka
467581	er Transaction Fund GENERAL	Vendor Name COLLECTION SERVICES CENTER	Transaction Amount \$2,470.62	Remarks OTHER DISBURSEMENT
467582	GENERAL	ROTH - COMMON REMITTER	1 1	OTHER DISBURSEMENT
467583	GENERAL	COMMON REMITTER SERVICES	· · ·	OTHER DISBURSEMENT
467584		GENERAL FUND - DENTAL SERVICE		
	GENERAL			OTHER DISBURSEMENT
467585	GENERAL	GREAT WESTERN BANK		OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK		OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	· · ·	OTHER DISBURSEMENT
467586	GENERAL	ISOLVED BENEFIT SERVICES	· · ·	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	· · ·	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES		OTHER DISBURSEMENT
467587	GENERAL	STATE DISTRIBUTION UNIT	· ·	OTHER DISBURSEMENT
467588	GENERAL	TREASURER STATE OF IOWA		OTHER DISBURSEMENT
467589	GENERAL	A E A SCHOLARSHIP FUND	· · · · · · · · · · · · · · · · · · ·	OTHER DISBURSEMENT
467590	GENERAL	AMER.FAMILY LIFE ASSURANCE CO.	\$313.54	OTHER DISBURSEMENT
467591	GENERAL	COLLECTION SERVICES CENTER	\$540.19	OTHER DISBURSEMENT
467592	GENERAL	ROTH - COMMON REMITTER	\$200.00	OTHER DISBURSEMENT
467593	GENERAL	COMMON REMITTER SERVICES	\$24,492.89	OTHER DISBURSEMENT
467594	GENERAL	DOLLARS FOR SCHOLARS	\$138.00	OTHER DISBURSEMENT
467595	GENERAL	FIRST INTERSTATE BANK	\$32,055.18	OTHER DISBURSEMENT
	GENERAL	FIRST INTERSTATE BANK	\$7,496.80	OTHER DISBURSEMENT
	GENERAL	FIRST INTERSTATE BANK	\$16,559.53	OTHER DISBURSEMENT
467596	GENERAL	GENERAL FUND - DENTAL SERVICE	\$1,929.42	OTHER DISBURSEMENT
467597	GENERAL	GENERAL FUND	\$4,987.22	OTHER DISBURSEMENT
467598	GENERAL	IPERS-FOAB	\$1,021,332.24	OTHER DISBURSEMENT
467599	GENERAL	ISOLVED BENEFIT SERVICES	\$1,441.30	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$150.46	OTHER DISBURSEMENT
467600	GENERAL	SERVE CREDIT UNION	\$200.00	OTHER DISBURSEMENT
467601	GENERAL	TREASURER STATE OF IOWA	\$8,600.49	OTHER DISBURSEMENT
467602	GENERAL	UNITED WAY OF CENTRAL IOWA	\$520.00	OTHER DISBURSEMENT
467603	GENERAL	A + LAWN & LANDSCAPE - ANKENY	\$475.00	MAINT SERVICE
467604	GENERAL	ACADEMIC THERAPY PUBLICATIONS	· ·	INSTR SUPPLIES
467605	GENERAL	ACKELSON SHEET METAL INC	· · · · · · · · · · · · · · · · · · ·	MAINT SERVICE
467606	GENERAL	ADVENTURE LIGHTING INC	· ·	MAINT SUPPLIES
467607	GENERAL	AHLERS AND COONEY P.C.		ADMIN SERVICE
467608	GENERAL	ALL MAKES OFFICE EQUIPMENT	· ·	INSTR EQUIP
467609	GENERAL	AMAZON BUSINESS		INSTR SERVICE
.0,005	GENERAL	AMAZON BUSINESS	· ·	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS		ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	· · · · ·	MAINT SUPPLIES
	GENERAL	AMAZON BUSINESS	· '	TRANSP SUPPLIES
	ACTIVITY	AMAZON BUSINESS		INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	· · · · · · · · · · · · · · · · · · ·	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	· · · · · · · · · · · · · · · · · · ·	COMM ENG SUPPLIES
467610	GENERAL	AMERICAN WATER TREATMENT INC	· · · · · · · · · · · · · · · · · · ·	MAINT SERVICE
467611		JADE AMIRA MOSER		INSTR SERVICE
467612	ATHLETIC ATHLETIC	OLIVIA ANDERSON		INSTR SERVICE
467613	PPEL	ANGELO ARCHITECTURAL ASSOCIATES LLC	 	
				CONSTRUCT SERVICE
467614	GENERAL	ANKENY HARDWARE	· · · · · · · · · · · · · · · · · · ·	MAINT SUPPLIES
	GENERAL	ANKENY HARDWARE	 	MAINT SUPPLIES
467615	GENERAL	ANKENY HARDWARE	· · · · · · · · · · · · · · · · · · ·	MAINT SUPPLIES
467615	GENERAL	ARNOLD MOTOR SUPPLY	· · · · · · · · · · · · · · · · · · ·	MAINT SUPPLIES
467616	GENERAL	ASCD	<u> </u>	ADMIN SUPPLIES
467617	GENERAL	BERGLUND SHEET METAL CONTRACTORS		MAINT SERVICE
467618	GENERAL	DICK BLICK	· '	INSTR SUPPLIES
467619	GENERAL	BOBS CUSTOM TROPHIES	 	MAINT SERVICE
467620	GENERAL	THE BOOKSOURCE	· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
	GENERAL	THE BOOKSOURCE	,	INSTR BOOKS
467621	GENERAL	GREGORY K BRCKA	· · · · · · · · · · · · · · · · · · ·	INSTR TRAVEL
467622	GENERAL	PLAYSCRIPTS INC	\$110.26	INSTR SUPPLIES
467623	GENERAL	SUSAN GENTZ	\$2,000.00	ADMIN SERVICE
467624	ATHLETIC	BSN SPORTS LLC	\$1,574.00	INSTR SUPPLIES

467625	GENERAL	CAPITAL SANITARY SUPPLY CO INC	\$9,911.38	MAINT SUPPLIES
467626	ATHLETIC	BRIAN CARLYLE	. ,	INSTR OFFICIALS
467627	NON STUDENT AGENCY	CARMENS FLOWERS INC	·	INSTR SUPPLIES
467628	GENERAL	CARQUEST AUTO PARTS	7	MAINT SUPPLIES
467629	GENERAL	CITRIX SYSTEMS INC	·	ADMIN SUPPLIES
467630	GENERAL	CITY OF ANKENY - WATER	. ,	MAINT SERVICE
467631	GENERAL	CITY SUPPLY CORPORATION	, -,	INSTR EQUIP
467632	GENERAL	CONNER ATHLETIC PRODUCTS		INSTR SUPPLIES
467633	ATHLETIC	CRESTON HIGH SCHOOL ATHLETICS	<u>'</u>	INSTR DUES
467634		CRYSTAL CLEAR WATER COMPANY	·	
	GENERAL			MAINT SERVICE
467635	GENERAL ATHLETIC	DECKER EQUIPMENT & SCHOOLFIX		MAINT SUPPLIES INSTR SUPPLIES
467636		DECKER SPORTING GOODS INC	7	
467637	GENERAL	DEMCO INC.	'	MEDIA SUPPLIES
467600	GENERAL	DEMCO INC.		MEDIA SUPPLIES
467638	GENERAL	DENNIS SUPPLY CO	·	MAINT SUPPLIES
467639	GENERAL	DES MOINES PERFORMING ARTS		INSTR DUES
467640	GENERAL	DEWEY FORD	'	MAINT SUPPLIES
467641	GENERAL	DICKINSON MACKAMAN TYLER & HAGEN	. ,	ADMIN SERVICE
	GENERAL	DICKINSON MACKAMAN TYLER & HAGEN	<u>'</u>	ADMIN SERVICE
467642	GENERAL	DIVISION OF LABOR SERVICES		MAINT SERVICE
467643	GENERAL	DROPLET LLC	1,7	INSTR SUPPLIES
467644	GENERAL	ELITE GLASS AND METAL LLC	. ,	MAINT SERVICE
467645	GENERAL	ENERGYPRINT INC	\$36,031.60	MAINT SERVICE
467646	GENERAL	ETA HAND2MIND	\$3,999.90	INSTR BOOKS
467647	GENERAL	THE FASTENAL COMPANY	\$261.62	MAINT SUPPLIES
467648	GENERAL	FEDEX FREIGHT	\$442.26	INSTR SUPPLIES
467649	GENERAL	FEDEX FREIGHT EAST	\$9,544.99	INSTR SUPPLIES
467650	ACTIVITY	FEIRER ENTERPRISES INC	\$2,500.00	INSTR SERVICE
467651	GENERAL	FILTER SHOP INC.	\$1,794.25	MAINT SERVICE
	GENERAL	FILTER SHOP INC.	\$2,821.11	MAINT SUPPLIES
467652	ATHLETIC	FIRST INTERSTATE BANK	\$400.00	ATHLETIC CHANGE CASH
	ACTIVITY	FIRST INTERSTATE BANK	\$650.00	OTHER CHANGE CASH
	GENERAL	FIRST INTERSTATE BANK	\$1,300.00	OTHER
467653	GENERAL	FLINN SCIENTIFIC INC	\$2,966.44	INSTR SUPPLIES
467654	ATHLETIC	FORT DODGE COMMUNITY SCHOOL	\$150.00	INSTR DUES
467655	GENERAL	FRANKLINCOVEY	\$67,900.00	INSTR DUES
467656	PPEL	GARLAND/DBS INC	\$1,900.00	CONSTRUCT SERVICE
467657	GENERAL	GOPHER SPORT	\$115.50	INSTR SUPPLIES
467658	GENERAL	W.W. GRAINGER INC.	\$2,232.73	MAINT SUPPLIES
	GENERAL	W.W. GRAINGER INC.	\$38.26	MAINT SUPPLIES
	GENERAL	W.W. GRAINGER INC.	\$301.06	MAINT SUPPLIES
467659	GENERAL	GRAYBAR ELECTRIC COMPANY INC	\$1,862.00	MAINT SUPPLIES
467660	GENERAL	HERC-U-LIFT INC.	\$4,537.72	MAINT SERVICE
467661	GENERAL	HOTSY CLEANING SYSTEMS INC	. ,	MAINT SUPPLIES
467662	GENERAL	HY-VEE - N. ANKENY BLVD	· ·	ADMIN SUPPLIES
	ATHLETIC	HY-VEE - N. ANKENY BLVD	. ,	INSTR SUPPLIES
	ATHLETIC	HY-VEE - N. ANKENY BLVD		INSTR SUPPLIES
	GENERAL	HY-VEE - N. ANKENY BLVD		INSTR SUPPLIES
467663	GENERAL	IMPACT7G, INC	·	MAINT SERVICE
467664	PPEL	IMPRINT ARCHITECTS	·	CONSTRUCT SERVICE
467665	GENERAL	INFOMAX OFFICE SYSTEMS	. ,	ADMIN SERVICE
467666	GENERAL	INTERSTATE ALL BATTERY CENTER		MAINT SUPPLIES
467667	GENERAL	IOWA ASSOCIATION OF SCHOOL BUSINESS	·	ADMIN DUES
467668	GENERAL	IOWA ASSOCIATION OF SCHOOL BUSINESS IOWA DEPARTMENT OF PUBLIC HEALTH	·	MAINT SERVICE
467669				
70/059	ATHLETIC	IOWA GIRLS HS ATH UNION	<u>'</u>	INSTR DUES
467670	ATHLETIC	IOWA INTERNATIONAL CENTER		INSTR DUES
467670	GENERAL	IOWA INTERNATIONAL CENTER		ADMIN SERVICE
467671	GENERAL	UNDERGROUND LOCATION COMPANY	<u>'</u>	MAINT SERVICE
467672	GENERAL	IOWA STATE UNIVERSITY		INSTR DUES
467673	PPEL	JC TOLAND PAINTING LLC	· ,	CONSTRUCT SERVICE
467674	GENERAL	JOHNSON CONTROLS	. ,	MAINT SERVICE
	GENERAL	JOHNSON CONTROLS	. ,	MAINT SUPPLIES
I	PPEL	JOHNSON CONTROLS	\$15,293.04	MAINT SERVICE

467675	ATHLETIC	MICHAEL KAISER	\$39.00	INSTR OFFICIALS
467676	ATHLETIC	WILLIAM KELLY	<u> </u>	INSTR OFFICIALS
467677	GENERAL	KENDALL HUNT PUBLISHING COMPANY	·	INSTR SUPPLIES
467678	ATHLETIC	DEAN KIRKPATRICK		INSTR OFFICIALS
467679	GENERAL	LAKESHORE LEARNING MATERIALS	<u> </u>	INSTR SUPPLIES
467680	GENERAL	LANGUAGETECH INC		ADMIN SERVICE
467682	ATHLETIC	LASER RESOURCES L.L.C.	<u> </u>	
40/002	NON STUDENT AGENCY		<u> </u>	ATHLETIC SERVICE
		LASER RESOURCES L.L.C.	· ·	COMM ENG SERVICE
	GENERAL	LASER RESOURCES L.L.C.	<u> </u>	ADMIN SERVICE
	GENERAL	LASER RESOURCES L.L.C.	<u>'</u>	MAINT SERVICE
	GENERAL	LASER RESOURCES L.L.C.	1-, -	ADMIN SERVICE
	GENERAL	LASER RESOURCES L.L.C.	<u> </u>	ADMIN SERVICE
467683	ATHLETIC	BRIAN LORBER	<u>'</u>	INSTR OFFICIALS
467684	GENERAL	MACKIN EDUCATIONAL RESOURCES	<u> </u>	MEDIA BOOKS
467685	ATHLETIC	KEITH A MCCAY	· · · · · · · · · · · · · · · · · · ·	INSTR OFFICIALS
467686	GENERAL	MENARDS	·	MAINT SUPPLIES
	GENERAL	MENARDS	\$875.27	MAINT SUPPLIES
	GENERAL	MENARDS	\$703.28	MAINT SUPPLIES
	GENERAL	MENARDS	\$199.73	MAINT SUPPLIES
467687	ATHLETIC	DELANEY VIRGINIA MILLER	\$1,350.00	INSTR SERVICE
467688	ATHLETIC	ELLERSON MILLER	\$1,398.00	INSTR SERVICE
467689	GENERAL	NORTH POLK COMMUNITY SCHOOLS	\$7,735.67	INSTR
467690	GENERAL	OFFICE DEPOT	\$233.80	INSTR SUPPLIES
	GENERAL	OFFICE DEPOT	\$51.84	INSTR SUPPLIES
	GENERAL	OFFICE DEPOT	\$61.52	ADMIN SUPPLIES
	GENERAL	OFFICE DEPOT	\$64.87	ADMIN SUPPLIES
467691	SAVE - CP	OLP CONSTRUCTION LLC	\$757,920.40	CONSTRUCT SERVICE
467692	GENERAL	OPC DIRECT	\$27.78	ADMIN SUPPLIES
467693	ATHLETIC	OTTUMWA HIGH SCHOOL ATHLETICS	\$90.00	INSTR DUES
467694	GENERAL	PAR INDUSTRIES LLC	\$140.00	MAINT SERVICE
467695	ACTIVITY	PELLA HIGH SCHOOL	\$125.00	INSTR DUES
467696	GENERAL	J W PEPPER	\$503.98	INSTR SUPPLIES
467697	GENERAL	PERFICUT COMPANIES INC	\$4,429.19	MAINT SERVICE
467698	ATHLETIC	WILLIAM J PETERSON	\$86.00	INSTR OFFICIALS
467699	GENERAL	PLUMB SUPPLY CO.	<u> </u>	MAINT SUPPLIES
	GENERAL	PLUMB SUPPLY CO.	<u>'</u>	MAINT SUPPLIES
	GENERAL	PLUMB SUPPLY CO.	<u> </u>	MAINT SUPPLIES
467700	GENERAL	POMP'S TIRE SERVICE INC		MAINT SUPPLIES
467701	PPEL	PRECISION CONCRETE CUTTING	<u> </u>	CONSTRUCT SERVICE
467702	GENERAL	LAMPO GROUP LLC	1 -7	INSTR SUPPLIES
467703	GENERAL	RELIABLE ROOFING		MAINT SERVICE
467704	PPEL	SCHIPPERS ELECTRIC LLC	<u> </u>	MAINT SERVICE
467705	GENERAL	SCHOLASTIC BOOK FAIRS		MEDIA SERVICE
467706	GENERAL	SAI-SCHOOL ADMINISTRATORS OF IA.	1 ,	ADMIN DUES
407700	GENERAL	SAI-SCHOOL ADMINISTRATORS OF IA.	· · · · ·	ADMIN DUES
467707	GENERAL	SCHOOL HEALTH CORPORATION		
				MAINT SUPPLIES
467708 467709	GENERAL GENERAL	SCHOOL SPECIALTY LLC SCIENCE TAKE-OUT	<u> </u>	INSTR SUPPLIES
			· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
467710	ATHLETIC	KELLY J SEARS	· · · · · · · · · · · · · · · · · · ·	INSTR OFFICIALS
467711	PPEL	SETPOINT MECHANICAL SERVICES LLC		CONSTRUCT EQUIP
	GENERAL	SETPOINT MECHANICAL SERVICES LLC	· · ·	MAINT SERVICE
44==:-	GENERAL	SETPOINT MECHANICAL SERVICES LLC		MAINT SUPPLIES
467712	GENERAL	SHERWIN-WILLIAMS CO	· · · · · · · · · · · · · · · · · · ·	MAINT SUPPLIES
467713	GENERAL	SITEONE LANDSCAPE SUPPLY LLC	· · · · · · · · · · · · · · · · · · ·	MAINT SUPPLIES
467714	ATHLETIC	SOUTHWESTERN COMMUNITY COLLEGE		INSTR TRAVEL
467715	GENERAL	TIM'S AMOCO SERVICE	<u> </u>	MAINT SERVICE
	GENERAL	TIM'S AMOCO SERVICE	\$200.65	MAINT SERVICE
467716	ATHLETIC	RODNEY TOMLINSON	\$72.00	INSTR SERVICE
467717	GENERAL	TRACTOR SUPPLY CO TSC	\$99.99	MAINT SUPPLIES
467718	GENERAL	TRANE COMPANY	\$461.00	MAINT SERVICE
	CENEDAL	TUDEWEDIC	¢00.38	MAINT SUPPLIES
467719	GENERAL	TURFWERKS	\$90.36	MAINI SUPPLIES
467719 467720	GENERAL	VAISALA INC.		MAINT SUPPLIES

467722	ATHLETIC	DANA VOGEL	\$546.00	INSTR SERVICE
467723	ATHLETIC	RANDY R VOGEL		INSTR SERVICE
467724	SAVE - CP	WALSH DOOR & HARDWARE		
467725	GENERAL	WAYSIDE PUBLISHING	\$69.00	INSTR SUPPLIES
467726	ATHLETIC	WEE'S TEES LLC	\$423.00	INSTR SUPPLIES
467727	ATHLETIC	TESSA WOERDEHOFF	\$240.00	INSTR SERVICE
		GENERAL FUND SUB-TOTAL	\$4,182,743.09	
16244	ACTIVITY	MASTERCARD	\$2,570.79	SEE P-CARD DETAIL
	ATHLETIC	MASTERCARD	\$3,286.18	SEE P-CARD DETAIL
	GENERAL	MASTERCARD	\$22,897.69	SEE P-CARD DETAIL
	NON STUDENT AGENCY	MASTERCARD	\$1,978.43	SEE P-CARD DETAIL
L6245	NON STUDENT AGENCY	CENTURY LINK	\$32.82	COMM ENG SERVICE
	GENERAL	CENTURY LINK	\$392.73	ADMIN SERVICE
16246	GENERAL	WINDSTREAM	\$4,654.59	ADMIN SERVICE
		GENERAL FUND SUB-TOTAL	\$35,813.23	
		GENERAL FUND GRAND TOTAL	\$4,218,556.32	
700697	CHILD CARE FUND	HY-VEE - N. ANKENY BLVD	\$256.88	INSTR SUPPLIES
700698	CHILD CARE FUND	LASER RESOURCES L.L.C.	\$83.55	ADMIN SERVICE
700699	CHILD CARE FUND	NICOLE LOGSDON	\$33.57	INSTR TRAVEL
		CHILD CARE FUND SUB-TOTAL	\$374.00	
20191	CHILD CARE FUND	MASTERCARD	\$3,677.48	SEE P-CARD DETAIL
		CHILD CARE FUND SUB-TOTAL	\$3,677.48	
		CHILD CARE FUND GRAND TOTAL	\$4,051.48	
246606	NUTRITION	ACTION REPROGRAPHICS	\$892.00	NUTRITION SUPPLIES
246607	NUTRITION	ASHLEY JOHNSON	\$53.30	NUTRITION REFUNDS
246608	NUTRITION	LISA KALLEMBACH	\$33.02	NUTRITION REFUNDS
246609	NUTRITION	LASER RESOURCES L.L.C.	\$22.74	MAINT SERVICE
246610	NUTRITION	MICHELLE PERDUE	\$10.80	NUTRITION REFUNDS
246611	NUTRITION	LEEANNA J VIGOR	\$70.79	NUTRITION TRAVEL
246612	NUTRITION	SABRINA WILLIAMS	\$121.90	NUTRITION TRAVEL
246613	NUTRITION	KERRI WILSON	\$8.65	NUTRITION REFUNDS
		NUTRITION FUND SUB-TOTAL	\$1,213.20	
51766	NUTRITION	MASTERCARD	\$2,088.48	SEE P-CARD DETAIL
		NUTRITION FUND SUB-TOTAL	\$2,088.48	
		NUTRITION FUND GRAND TOTAL	\$3,301.68	

This is to certify that the following expenditures have been approved this 1st day of August, 2022

General Fund/Student Activity/Capital Projects/PPEL/Debt Service/SAVE

Childcare Fund Nutrition Fund	\$ \$	4,051.48 3,301.68	
	Ryan Weldon, President	-	
	Aaron Johnson, Vice President	_	
	Sarah Barthole	-	
	Joy Burk	-	
	Katie Claeys	-	
	Joshua Palik	-	
	Amy Tagliareni	-	
		_	

Jennifer Jamison, Board Secretary

4,218,556.32

Detail -First Interstate Bank Procurement Cards August 1, 2022

VENDOR	AMOUNT
Walmart	4,643.75
Midwest Interverter	4,250.00
GoDaddy.com	3,499.86
West Grand Golf	3,082.28
Home Depot	2,725.53
Hyatt Hotels	2,088.48
Metro Sew and Vacuum	1,731.00
Heggerty Literacy	1,441.80
Walgreen's	1,422.99
SAI	1,177.00
Holiday Inn	975.20
Pizza Ranch	887.99
Really Great Reading	840.00
Shape Iowa Conference	750.00
Little People's Cove	749.94
Bay Photo Lab	703.79
Airtable.com	552.00
Teriyaki House	545.00
Marching Arts Education	498.00
Shutterstock	475.40
PyGraphics	474.00
Walcro Inc.	462.09
Portofinos	407.74
Iowa House Hotel	380.00
ВР	350.00
Main Street Café	337.68
Blank Park Zoo	320.00
ISPRA	300.00
Indeed.com	242.33
Fazoli's	196.53
Target	184.96
Guitar Center	161.96
Staples	93.66
UPS Store	57.91
Metro Express Cleaner	38.94
Hy-Vee	31.48
Form Approvals	30.00
Arty Crafty Kids	5.00
PCNametag Inc	(3.47)
Parts Warehouse	(6.73)
ID Superstore	(28.20)
Great Western Bank	(576.84)

Total	36,499.05



Title: Personnel Report

ATTACHMENTS:

File Name Description Type Upload Date

Personnel Report 8.1.22.pdf Personnel Report 8.1.22 Support Document 7/29/2022



August 1, 2022 AMENDED

The buildings to which employees are being assigned upon hire, from and to which employees are transferring and/or being reassigned, and from which they are departing is provided at Board request. These locations are informational only and based on district needs at the time of the Personnel Memorandum; contracts and employment agreements are between the employee and the district. Board approval of these internal hires and transitions does not create a contractual relationship between the employee and a particular building nor does it limit the rights and obligations outlined in any relevant collective bargaining agreement.

SY 22-23

*pending background check and/or post offer physical assessment

Appointments - Certified

Employee	Position	Location	Notes
Katie Dalen	Kindergarten Teacher	Heritage Elementary	
Mikhaila Greco	Social Worker	Parkview Middle School	Transferred from Part Time Social Worker at Rock Creek Elementary
Jonathan Burright	Health Teacher	Parkview Middle School	
Kevin Christensen	9th Grade Math Teacher	Southview Middle School	

Appointments - Classified / Confidential

Employee	Position	Location	Notes
Kim Bolte	Lead Associate	Ankeny High	
Alyssa Wendzel	Special Education Associate	Northeast Elementary	
Nadia Orji	Preschool Associate	Terrace Learning Center	
Sara Midkiff	Interpreter	Heritage Elementary	
Elizabeth Willkom	Special Education Associate	Centennial High	
Amy Livingston	Special Education Associate	Southeast Elementary	Transferring from Special Education Associate at Westwood

Hasnija Kovacevic	Special Education Associate	Ashland Ridge	Pending Background Check
Jessica Ponto	Building Secretary-9Month	Southeast Elementary	Pending Background Check
Shelley Wells	Lead Associate	Northwest Elementary	

Resignations - Classified / Confidential

Employee	Position	Location	Notes
Azra Jahic	Special Education Associate	Westwood Elementary	Resignation
Alison Dodder	Special Education Associate	Rock Creek Elementary	Resignation
Skyler Dirksen	Special Education Associate	East Elementary	Resignation
Kathleen Allen	Cook I	Southeast Elementary	Resignation

Appointments - Administrative

Employee	Position	Location	Notes
Eric Klingensmith	Assistant Principal	Southview Middle School	Transferred from English Lit at Centennial High School

Appointments - Extra-Curricular

Employee	Position	Location	Notes
Jesse Vander Weerdt	9th Assistant Football	Northview	



Item Cover Sheet

Title: District Safety and Security Presentation

ATTACHMENTS:

File Name Description Type Upload Date

Board presentation - Safety Security 2022.pdf Safety and Security Support Document 7/29/2022



Safety and Security

August 1, 2022



Mission

Build a safer, more resilient school community

- Partnerships
- Planning
- Training
- Equipment
- Exercises (assessment through drills)



Partnerships

Ankeny Police Department SRO

- Renewed 28E agreement
- Uniformed police officers in both high schools
- Selected, not assigned
- Community policing approach building relationships with students, staff, and parents
- Trained to work in the unique environment of a school
- Collaboration has to be there between the school and the department
- Information Sharing Agreement being developed
- Enhanced data collection





Partnerships

Securitas Security Services, USA

- 2nd year of 3 year contract
- Security officers for
 - 8-9 buildings
 - Activities (football, basketball, dances, etc.)
 - School board meetings





Threat Assessment Teams

- Ad hoc multi-jurisdictional team assembled when substantive threat is identified
- Facilitated by Safety & Security Specialist
- May include administrators, social workers, counselors, SRO's and Juvenile Court Liaison Officer
- Work together towards the best interest of the student AND the school
- Identify necessary services and follow-up
- Documented safety plan



Safety Committee

- Work collaboratively to address issues related to safety and security
- AEA and PPME representatives
- Preschool High School representatives
- Meets every 6 weeks



Critical Incidents

- Emergency Ready Reference update
 - Lockdown
 - Evacuation
 - Shelter-in-Place
 - Hall Clear
- Red flip charts in each classroom
 - Transition to crisis poster

Planning





EVACUATE BUILDING

- · Proceed out of the building using the nearest exit
- Assist those needing help to evacuate
 Last person should close the door
- Report to designated area outside of the building
 Staff performs accountability check for all students
- Remain in area until directed otherwise



MOVE TO SAFE LOCATION IN BUILDING

- Proceed to designated shelter location
- Assist those needing help
- Last person should close the door
 Stay away from windows and doors
- Remain in shelter area until directed otherwise



CONTACT EMERGENCY SERVICES

- · Remain calm
- · Identify a person to contact the nurse
- · Identify a person to call 9-1-1
- State who, what, where, and when situation occurred
 Identify a person to retrieve the nearest Automated External
- Defibrillator (AED) & follow instructions



A.L.I.C.E

- A- ALERT: When it's safe call 9-1-1. Be persistent, lines may be jammed.
- L LOCKDOWN: Lock and barricade doors. Close blinds if possible. Turn off lights. Silence phones.
- I INFORM: Information gives you and others options and helps make better decisions. Text. voice, email, speakers.
- E EVACUATE: If it is safe, evacuate building and run erratically. Use trees, cars, etc. as cover.

C- COUNTER: Distract - vell, throw

objects, attack, swarm, subdue violent person. Secure weapon in



STAY INSIDE

- If outdoors, go inside
- Close windows, secure exterior doors
 Close blinds on exterior windows
 Deny entry for anyone coming to the
- Normal classroom instruction may continue but be prepared to transition to Evacuation or Lockdown if necessary

· Deny exit for anyone attempting



Crisis Communication

Level of Severity

Level One Level Two Level Three Level Four Level Five

Common Scenario Response

- Initial Response
- Escalate If
 - Tactics
 - Templates



Planning

Incident Response

- Fob and physical key access for Police, Fire, EMS
- District buildings offered for training
- Exploring direct radio communications
- Camera access for law enforcement during emergencies
- Floor plans
- Exterior door numbering
- Classroom door numbering
- Wayfinding



Exercises/Drills/Assessment

Fire

- Required monthly
- First required within 10 days of start of school
- Fire Marshal must be present

Tornado

Required 4 times per year

Lockdown

Required 2 times per year

Bus Evacuation

Required 2 times per year





Training

Active Shooter/Active Killer

- ALICE
- ACSD in 4th year of training progression
- Student involvement



Equipment - Cameras

Cameras

- Primarily for investigative purposes
- 874 cameras
 - 1,219 total images





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Equipment - Access Control

Door Access

- Doors can be scheduled to lock/unlock at a specified date/time - SUPERVISED
- Tracks which fob is used at each door
 - Access of each fob determined by position held at district
- Positive control compared to a physical key
 - Lost key vs fob
 - Employment terminated
- Battery backup in the event of power failure
- Automated notifications
 - Held open/propped
 - Forced



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Equipment - Visitors

Visitor Check-in

- Near immediate sex offender registry check
- Printed ID
- Staff and Contractors with a printed name badge have already had a background check and do not need Raptor to enter a building
- 2021-2022 school year
 - 14,136 visitors
 - 122 contractors
 - 2 alerts received



District Radios

- Every building
- District expense
- Talk district-wide
- CAN talk to District Office



Equipment - Radios

Building Radios

- Primarily elementary schools
- Building expense
- Talk within building
- CANNOT talk to District Office
- 6 buildings remain to transition





Equipment - TIPS

Web based anonymous reporting tool

- Tracking
 - Who read report and when
 - Who took responsibility
 - Assign for follow up
- Documentation of investigation and finding
- 2021-2022 school year
 - o Bullying 40
 - Other 29 (examples: PDA, skipping, staff complaints, activities complaints)
 - o Drugs/Alcohol 16
 - Cyber Bullying 13
 - Threat to Harm 8
 - o COVID19 Concerns 6
 - Weapons 3
 - Suicide Risk 1
 - Theft 1





Equipment - SDS Online

Online database of Safety Data Sheets for hazardous chemicals

- Physical properties
- Chemical properties
- Toxicity
- Procedures for spills and leaks
- Storage guidelines
- Exposure control



Goals

- Improved reporting and analysis capabilities
- Implement Crisis Posters
- Continue integration of access control and camera system
- Continue transition to a single radio system
- Continued engagement of Safety Committee
- Analyze workers compensation claims to identify patterns and potential mitigation measures
- Investigate ways to engage students in an age appropriate way



Our Mission:

The Ankeny Community School District engages all students in an educational experience that equips them with the skills to flourish in and contribute to an ever-changing world.

It is the policy of the Ankeny Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. If you have questions or a grievance related to this policy please contact the district's Director of Equity, Kenneth Morris, Jr., 306 SW School Street, Ankeny, Iowa 50023(5) 265(9) 265(9) 260(0), kenneth.morris@ankenyschools.org.



Item Cover Sheet

Title: Continuum of Responses to Student Behavior Presentation

ATTACHMENTS:

File Name Description Type Upload Date

Continuum of Responses to Student Behavior - Executive Summary.pdf Published Support Document 7/27/2022

Continuum of Responses to Student Behavior Executive Summary Summer 2022

The purpose of this document is to provide a summary of the continuum of responses to student behavior to be used by building leaders in a consistent fashion across the district. This continuum was developed by a team of stakeholders (teachers, counselors, parents, building administrators, and district administrators) during the Spring of 2022. The team reviewed district policy, district data, and researched successful practices from other school districts to develop the continuum.

The continuum is meant to guide administrators as they work with students on behaviors that result in an office referral. Students may be referred to the office for repeated minor behaviors where classroom management strategies have not been effective or if the behavior is serious enough to warrant an immediate response by an administrator.

In addition to this continuum the district's strategic plan includes goals and strategies for strengthening tiered student behavior supports, boosting teacher training for classroom management, and improving data collection for better decision-making about effective, fair, and individualized responses to student conduct violations.

The continuum will be reviewed and updated annually to ensure there is alignment with policy, best practices, and needs identified in district data.

The behaviors in the continuum align with the categories that the district reports annually to the lowa Department of Education and what is required in lowa Code. The example below is for Alcohol Related offenses. The name of the behavior is defined by the state, and the relevant district policy is listed. The resolutions are based on grade level, whether the behavior is repeated, and severity. The document also includes definitions of the resolutions to ensure equity in their application across the district.

ALCOHOL RELATED

State Definition: Student is in possession of or is using alcohol.

ACSD Policy: 502.20

Grade Level K-5			
Range	First Offense	Second Offense	Repeated Offense
Minimum	Parent/Student Conference Instructional Response	Parent/Student Conference Instructional Response Community resources	Parent/Student Conference Instructional Response Community resources Substance abuse prevention program
Maximum	≤3 days ISS/OSS DHS referral	≤3 days ISS/OSS DHS referral	≤3 days ISS/OSS DHS referral Police notified
Grade Level 6-7			
Range	First Offense	Second Offense	Repeated Offense

Minimum	Parent/Student Conference Instructional Response Community resources ≤3 days ISS/OSS	Parent/Student Conference Instructional Response Community resources ≤5 days ISS/OSS Police notified	Parent/Student Conference Instructional Response Community resources ≤5 days ISS/OSS Police notified Substance abuse prevention program Building expectation compact	
Maximum	5 days ISS/OSS Police notified DHS referral	5 days ISS/OSS Substance abuse prevention program Building expectation compact DHS referral Distribution may result in expulsion recommendation.	5 days ISS/OSS Substance abuse prevention program Building expectation compact DHS referral Distribution may result in expulsion recommendation.	
	Grade Level 8-12			
Range	First Offense	Second Offense	Repeated Offense	
Minimum	Parent/Student Conference Instructional Response Community resources ≤3 day ISS/OSS Police notified	Parent/Student Conference Instructional Response Community resources ≤5 day ISS/OSS Building expectation compact Police notified	Parent/Student Conference 5 day ISS/OSS Police notified Substance abuse prevention program Building expectation compact	
Maximum	5 days ISS/OSS Substance abuse prevention program Distribution may result in expulsion recommendation.	5 days ISS/OSS Substance abuse prevention program Distribution may result in expulsion recommendation.	5 days ISS/OSS Substance abuse prevention program Distribution may result in expulsion recommendation.	

General Guidelines for Administrators:

- The first step in responding to student misbehavior is to complete a thorough investigation including providing those involved due process.
- Responses to behaviors listed below are to ensure a degree of consistency within the system; however, due to the unique nature of each circumstance, principals will need to exercise professional judgment within the boundaries of the continuum.
- All incidents and resolutions must be documented in Infinite Campus.
- If multiple responses are used, a separate resolution must be entered for each response in Infinite Campus.
- Contact with parent/guardian is expected any time a school official meets with a student as part of an investigation.
- Police must be called if illegal items are found in the course of an investigation. Police will confiscate
 illegal items. When the police are notified of an incident, check the "Police Notified" box in Infinite
 Campus when inputting the event.

List of Behaviors and their Definitions

- Alcohol Related
 - Student is in possession of or is using alcohol.

Bomb Threat

 Student delivers a false message of possible explosive materials being on-campus, near campus, and/or pending explosion.

Bullying/Hazing and Harassment -

- Bully/Hazing: Student delivers direct, indirect, or technology-based unwanted, aggressive behavior that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. The targeted student may experience one or more of the following: fear of harm to themselves or property, detrimental effect on health, or detrimental effect on performance or participation in school activities, messages that involve intimidation, teasing, taunting, threats, or name calling.
- Harassment: Student delivers disrespectful messages in any format related to gender, ethnicity, sex, race, religion, disability, physical features, or other protected class.

Combustible Related

 Student is in possession of substances/objects readily capable of causing bodily harm and/or property damage (matches, lighters, firecrackers, gasoline, lighter fluid)

• Defiance, Insubordination, or Non-compliance

 Student engages in refusal to follow directions or talks back to teachers/staff. Mark as minor if the behavior is brief or low intensity.

Disrespect

Student delivers socially rude or dismissive messages to adults or students.

Disruption

 Student engages in behavior causing an interruption in a class or activity including sustained loud talk, yelling, or screaming; noise with materials; horseplay or roughhousing; and/or sustained out-of-seat behavior.

Dress Code Violation

 Student wears clothing that does not fit within the dress code guidelines practiced by the school/district.

Drug Related

Student is in possession of or is using illegal drugs/substances or imitations.

Forgery, Plagiarism

• Student signs a person's name without that person's permission or claims someone else's work as their own.

• Inappropriate Displays of Affection

 Student engages in inappropriate, consensual verbal and/or physical gestures or contact of a sexual nature with another student/adult.

• Inappropriate Language, Profanity

Student uses language or profanity not appropriate for the school setting.

Inappropriate Location

Student is in an area that is outside of school boundaries (as defined by school).

Inappropriate Student Interactions

Inappropriate Student Interaction occurs when a person, alone or with others, intentionally
engages in unwelcome verbal, written, and/or physical conduct toward a student that is
sufficiently severe, persistent and/or pervasive that it causes physical and/or emotional harm to
the student, damages property, and/or creates an intimidating, threatening, and/or abusive
learning

Lying/Cheating

Student delivers a message that is untrue or deliberately violates rules about cheating.

• Other: Excessive Absences 10 Day

Student meets threshold for notification of student absence

Other: Excessive Absences 12 Day

Student meets threshold for notification of student absence

- Other: Repeated Minors for Same Behavior
 - Repeated classroom or common space behaviors that individually would be dealt with by a teacher or adult in charge of supervision
- Physical Aggression with Injury
 - Student engages in actions involving serious physical contact (e.g., hitting, punching, hitting with an object, kicking, hair pulling, scratching, etc.) where either the offender(s) or victim(s) require professional medical attention. Does not include bullying or harassment.
- Physical Aggression with Serious Bodily Injury
 - Student engages in actions involving serious physical contact (e.g., hitting, punching, hitting with an object, kicking, hair pulling, scratching, etc.) where either the offender(s) or victim(s) require off-site professional medical attention for extreme physical pain, protracted and obvious disfigurement, protracted loss or impairment of the function of a bodily member, organ, or faculty, or substantial risk of death.
- Physical Aggression without Injury
 - Student engages in actions involving serious physical contact (e.g., hitting, punching, hitting with an object, kicking, hair pulling, scratching, etc.) where the offender(s) or victim(s) do not require professional medical attention. Do not include bullying or harassment.
- Physical Fighting with Injury
 - Student engages in a mutual physical fight where the offender(s) or victim(s) require professional medical attention. Does not include bullying or harassment.
- Physical Fighting with Serious Bodily Injury
 - Student engages in a mutual physical fight where either the offender(s) or victim(s) require
 off-site professional medical attention for extreme physical pain, protracted and obvious
 disfigurement, protracted loss or impairment of the function of a bodily member, organ, or
 faculty, or substantial risk of death.
- Physical Fighting without Injury
 - Student engages in a mutual physical fight where the offender(s) or victim(s) do not require professional medical attention. Does not include bullying or harassment.
- Property Damage/Vandalism
 - Student participates in an activity that results in damage or destruction of property.
- Technology Violation
 - Student engages in inappropriate use of cell phone, pager, music/video players, camera, and/or electronic devices.
- Theft
 - Student is responsible for possessing or passing on someone else's property.
- Threats of Violence
 - Any intentional communication or other act that threatens an act of violence and would cause a reasonable person to feel terrorized, threatened, or fear physical injury or death to oneself or another person.
- Tobacco Related
 - Student is in possession of or is using tobacco.
- Weapon Related
 - Student is in possession of knives, guns (real or look alike), or other objects readily capable of causing bodily harm.

List of Resolutions and their Definitions

- Attendance Letter
 - At the principal/designee's discretion, a letter will be sent to the student's parent, to notify them
 of the number of absences the student has accumulated. If a letter is sent, the principal/
 designee will contact the parent to notify them that the letter has been sent.
- Attendance Compact

 A document developed in a truancy meeting that may include a timeline, expectations, reasons for a truancy court referral and success indicators.

Building Expectation Compact

 The Building Expectation Compact is an agreement between the school and the parents/guardians and student that supports behavior improvement goals for a student. The Compact outlines academic and behavioral expectations, specific strategies to support the student's behavior, and the timeline as well as data review dates.

Community Resources

 The counselor or administrator may conference with parents/guardians about their child's social adjustments and emotional wellbeing and connect them to outside community resources and agencies.

District Expectation Compact

 A District Expectation Compact may be utilized if a Building Expectation Compact is not successful.

DHS Referral

Referral to the Department of Human Services due to concern of abuse by caretaker

• Expulsion Recommendation

 "Expulsion" means an action by the board to remove a student from the school environment, which includes, but is not limited to, removal from classes and activities for a period of time set by the board. Except as specifically permitted by the board, an expulsion results in a loss of credit for the then current semester and any additional semester included in the expulsion period.

Loss of Privilege

 The administrator will use a low level referral followed by a phone call home or a note on the agenda, and finally re-teaching the expected behavior. The student might lose school privileges or will have some sort of consequence given by the administrator.

Loss of Technology

The use of the network is a privilege and may be restricted or taken away for violation of Board policy or regulations.

Instructional Response

An Instructional Response involves redirection and reteaching of an expected behavior.
 Students have opportunities to demonstrate their learning of the expected behavior.

• Intervention (Tier 2 or Tier 3)

An individual or small group instructional response where student progress is monitored.
 Interventions are in addition to and aligned with the grade-level behavior curriculum and instruction

ISS

 "In-school suspension" means the student will attend school but will be temporarily isolated from one or more classes while under supervision. An in-school suspension will not exceed ten consecutive school days.

OSS

"Out-of-school suspension" means the student is removed from the school environment, which
includes school classes and activities. An out-of-school suspension issued at the building level
will not exceed ten days.

Parent/Student Conference

• A conference with the student, parents/guardians, and a team of school staff members to support a student.

Police Notified

Law enforcement is notified for behavior that may violate the law.

Probation

"Probation" means a student is given a conditional suspension of a penalty for a definite period
of time in addition to being reprimanded. The conditional suspension will mean the student must
meet the conditions and terms for the suspension of the penalty. Failure of the student to meet
these conditions and terms will result in immediate reinstatement of the penalty.

Removal from Classroom

"Removal from the classroom" means a student is sent to the building principal's office. It is
within the discretion of the person in charge of the classroom to remove the student. This policy
is not intended to address the use of therapeutic classrooms or seclusion rooms for students.

Restitution

Student compensates the district or the victim(s) for damage to property.

Safety Plan

 A Safety Plan is a document that identifies specific processes and supports to ensure that students are safe.

• Substance Abuse Prevention Program

 Students who use, purchase, possess, and/or are under the influence of the substances may be required to satisfactorily complete a substance abuse assistance or rehabilitation program approved by the superintendent/designee. If the student does not complete the rehabilitation program, the student may be subject to discipline including, but not limited to, suspension or expulsion.

Suspension

 "Suspension" means either an in-school suspension, an out-of-school suspension, a restriction from activities, and/or loss of eligibility.

Threat Assessment

 Administrators collaborate with the Safety and Security Specialist to interview a student and their family to determine if the student presents a threat to themselves or others.

Truancy Meeting

A meeting with the student, parent, principal/designee, school counselor, nurse, student
advocate, and/or truancy officer to discuss the student's excessive absences may be required.
A conference may be by phone, home visit or a school conference. This group will develop an
attendance contract that may include a timeline, expectations, reasons for a truancy court
referral and success indicators.

Special Use

These resolutions are not included in the matrix but are included in the Student Handbook for specific situations.

Bus Suspension

See student handbook: Riding the bus and/or a school vehicle is an extension of the classroom.
 Failure to follow instructions or obey rules set by the driver and/or the district may result in the loss of bus privileges for a period of time.

Detention

See Policy 503.01: The student's presence is required during non-school hours for disciplinary purposes. The student can be required to appear prior to the beginning of the school day, after school has been dismissed for the day, or on a non-school day. Whether a student will serve detention, and the length of the detention, is within the discretion of the licensed employee or the building principal disciplining the student.

Good Conduct Violation

 See Policy 503.60: Students who wish to have the privilege of participating in competitive clubs or extracurricular activities must conduct themselves in accordance with Board policy and must refrain from activities which are in violation of policies, illegal, immoral or unhealthy.



Continuum of Responses to Student Behaviors

Board of Education Presentation 8/1/22



Strategic Plan

Mission: The Ankeny Community School District engages **all students** in an **educational experience** that equips them with the skills to **flourish in and contribute** to an ever-changing world.

Goals: Safe & Welcoming Environment

 Increase the percentage of students in demographic groups reporting a safe and welcoming school environment as measured by local and state surveys.



Vision/Outcome

We envision schools where every student is engaged in learning and demonstrating productive behaviors and all students experience a safe and welcoming environment.



Three Phases of the Work

- Develop a framework through which we can respond to behaviors in a consistent way across the district.
- Strengthen the knowledge base and practices of internal stakeholders around the teaching of and responding to behaviors
- Align, connect, and implement our learning across the system and monitor implementation



Purpose of Task Force

To **provide feedback** on a continuum of responses to student behavior in order to ensure equitable outcomes for students and to guide the work of building administrators.



Continuum of Responses to Student Behaviors

Task Force of **Stakeholders** (teachers, counselors, parents, administrators)

- Analyzed student data
- Reviewed board policy and student handbook
- Created & refined a <u>continuum of responses</u> to student behavior in order to ensure equitable outcomes for students and to guide the work of building administrators.



Thank you!



Item Cover Sheet

l'itle:	Classified Retention Bonus

ATTACHMENTS:

File Name Description Type Upload Date

No Attachments Available



Item Cover Sheet

Title: Contracts and Agreements

Extended Information: Rer

Renewals:

- Beazley Weather Guard Weather Insurance Renewal Football Season Approximately \$600/game
- Nick Quamme -Professional Services Agreement NVMS Show Choir Choreographer \$1,900.00
- John Deere AHS and ACHS Marching Band Equipment Loan Agreement July 29, 2022 October 31, 2022 No cost to the district
- Polk County Early Childhood of Iowa Preschool Programming Support July 1, 2022 June 30, 2023
 Not to exceed \$39,690.00
- Data Power Technology Group Parkview Middle School- August 1, 2022 July 31st, 2023 for \$3,115.00

New:

• The Traveling Photo Booth - Professional Service Agreement - Prairie Ridge Middle School - August 2022 - for \$1,198.00

Superintendent's Recommendation: Approve and accept the contracts and agreements as presented.

Summary:

Beazley Weather Guard Insurance - The policy is to protect against loss of gate revenues in the event of severe weather.

Polk County Early Childhood Iowa - We are currently using these funds to pay a portion of a PK teacher's salary and benefits. The Business Office assists in preparing monthly claims for this revenue totaling \$39,690. The funds are meant to be used to offset tuition for at-risk 3-5 year olds.

Fiscal Impact:

ATTACHMENTS:

File Name	Description	Type	Upload Date
2022 Beazley Weather Guard Weather Insurance Application Fillable.pdf	Beazley Weather Guard Insurance	Support Document	7/28/2022
Nick Quamme - Professional-Services-Agreement - NVMS.pdf	Nick Quamme - Professional Services Agreement	Support Document	7/29/2022
John Deere - AHS and ACHS Marching Band Equipment Loan Agreement.pdf	John Deere Equipment Loan Agreement	Support Document	7/28/2022
ECI23-002_Ankeny_Community_School_District_contract.pdf	Polk County ECI Fy23 Renewal	Support Document	7/28/2022
<u>Data Power - Parkview Middle School - Ankeny - 2022-</u> 2023 Quarterly PM.pdf	Data Power Technology Group	Support Document	7/29/2022
The Traveling Photo Booth - ACSD-Professional-Services- Agreement - PRMS.pdf	The Traveling Photo Booth - Professional Service Agreement	Support Document	7/29/2022

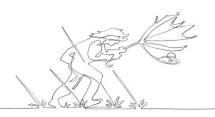




Application Form Weather Guard Weather Insurance

	1. Applicant name
w	
APPLICANT DEAILS	2. Address 3. City 4. State 5. Zip code
	6. Email address 7. Telephone no. 8. Policy currency
	6. Email address 7. Telephone no. 8. Policy currency
АРР	()
	Note: If weather cover is required for an event, please complete questions 9-15. If weather cover is required for a promotion, please complete questions 16-22.
	9. Location of event 10. City 11. State 12. Zip code
တ္	
ETAII	13. Event name 14. Event type
EVENT DETAILS	15. Event details (If more than one Date of Coverage places complete Appendix A. Schedule of Daily Limite)
EVEI	15. Event details (If more than one Date of Coverage, please complete Appendix A - Schedule of Daily Limits) Date of coverage
	Pate of coverage From 50 Everit(5)
	16. Promotion period From: dd / mm / yyyy To: dd / mm / yyyy
AILS	17. Promotion date From: dd / mm / yyyy To: dd / mm / yyyy
DET,	18. Location of promotion 19. City 20. State 21. Zip code
PROMOTION DETAILS	
OWC	22. Please give a detailed explanation of the weather promotion you are running
PR	
	23. Rain 1/100" 1/20" 1/10" 1/5" 1/4" 1/3" 1/2" 3/4" Other
ဟ	i) Accumulation
NOIT	1/100" 2/100" 3/100" 5/100" Other
E OP	ii) Dry Hours hours out of Definition of Dry Hours
COVERAGE OPTIONS	24. Alternative peril options
OVE	Snow (Please complete Appendix B)
	Temperature (°F) Min: Avg: Hurricane
	☐ Wind speed (mph) Min: Avg: ☐ Adverse weather / Travel Advisory
	National Weather Station designated by Us at time of Quote OR
	Independent Weather Source (at Your expense and subject to approval by Us)
NOL	☐ Onsite ☐ Offsite
CLAIMS VERIFICATION	If an approved independent weather observer is not secured by you, or approved by us for purpose of claim verification, Underwriters will designate the closest NOAA or national weather station nearest the Event and capable of providing the report as per the terms of the contract.
CL,	If you have held weather insurance previously, please provide details of your loss history:

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Application Form Weather Guard Weather Insurance

Any terms provided by Us as a result of non binding indication and any supporting information will be subject to:

- Final acceptance by You and then Us prior to the quote expiry date shown in the non binding indication, after which the resulting insurance cannot be cancelled.
- You undertaking to advise Us of any change in the supporting information or additional information that should be supplied to make this non binding indication current, occurring prior to the inception date of any insurance subsequently issued.
- Final acceptance by You and then Us prior to the quote expiry date shown in the non binding indication, after which the resulting insurance cannot be cancelled.
- You having declared all material facts likely to influence a reasonable Underwriter in determining:
 - a) whether or not to accept the risk,
 - b) the premium
 - the terms, conditions, exclusions and limitations
- You, if acting on behalf of others, being deemed to have obtained and declared all the information provided after making enquiry of each of
 - any intermediary(ies) acting on behalf of any parties referred to in 4(a), being deemed to have obtained and declared all the information provided after making inquiry of the party(ies) for whom they act
 - You accepting the quotation doing so on behalf of all others and accepting responsibility for payment of the premium as detailed in 7
- You undertaking that no other insurance has been purchased on this specific risk and none shall be without Our prior written approval; in the event of such approval being given, the terms, conditions, exclusions, limitations and premium set out in any non binding indication may be amended by Us.
- You paying the premium with acceptance of the non binding indication. If (in accordance with 1 and 3 above) We do not accept the risk, the premium will be returned.

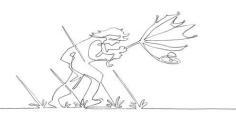
To the best of Your knowledge and belief and having diligently made all necessary inquiries the information provided in connection with this application, whether in Your own hand or not, is true and You have not withheld any material facts. You understand that non-disclosure or misrepresentation of a *material fact will entitle Us to void the Insurance.

NOTE: * A material fact is one likely to influence acceptance or assessment of this application by Us: if You are in any doubt as to what constitutes a material fact You should consult your Broker.

It is understood that the signing of this application does not bind You to complete or Us to accept this Insurance, but You agree that, should a contract of insurance be concluded, this application and any supporting information shall be incorporated into and form the basis of the contract.

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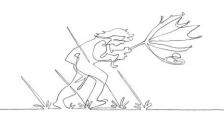


Application Form Weather Guard Weather Insurance Appendix A - Schedule of Daily Limits

If cover is required for more than one event, please complete the following.

	Date of Coverage	Hours of Event(s)	Hours of coverage	Limit per day
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
	Notes:			



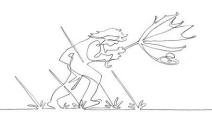


Application Form Weather Guard Weather Insurance Appendix B - Supplemental Questionnaire

Please complete one of the following three sections.

1)	Daily Accum	nulation (2	4 hours)				
	2 inches		5 inches		Other		inches
	3 inches		6 inches				
	4 inches		7 inches				
2)	Seasonal A	ccumulation	on				
,	S	limit pei	r storm will	be paid	after	num	ber of Deductible inches is met/exceeded
3)	Deductible I	nches					
\$		limit per	r inch will b	e paid af	ter	num	ber of Deductible Inches is met/exceeded





It is understood that coverage changes cannot be made less than 7 days preceding effective date of coverage. FRAUD WARNING DISCLOSURE

Please be advised of the following in accordance with state law mandating that insurance carriers provide applicants for commercial insurance with the following fraud warning statements. Receipt of this information serves as an acknowledgement that the following information has been made known to the applicant in compliance with state law

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST THE INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO ARKANSAS, LOUISIANA, MARYLAND, NEW MEXICO AND RHODE ISLAND APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE

NOTICE TO KANSAS APPLICANTS: ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT.

NOTICE TO KENTUCKY, NEW JERSEY, NEW YORK, OHIO AND PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES. (IN NEW YORK, THE CIVIL PENALTY IS NOT TO EXCEED FIVE THOUSAND DOLLARS (\$\$,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.)

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURY, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

	I/We declare that the information provided above is true to the best	st of my/our knowledge.
	Applicant Signature	Date
	Full name	Position held
JRE		
SIGNATURE		
SIG	Producer Company	Producer Name
	Producer signature	Date
	Producer - tick here to confirm you are licensed in the state where the Applican	t is domiciled

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with ("Vendor") to provide Nick Quamme to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

A. District shall engage Vendor for the term of this Agreement to provide

Show choir choreography - Northview Middle School

II. RELATIONSHIP OF THE PARTIES

- A. Nothwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8/1/2022 and shall continue in effect through 6/30/2023 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of \$1900 to complete the work outlined in the Scope of Services. Said payment shall be paid in one installment.
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

C. District shall render payment to Vendor via check within 30 days of receipt of said invoice.

VI. BACKGROUND CHECKS

- A. Vendor shall ensure that any and all of its employees and/or agents who are present on District property and/or who interact in-person and/or virtually with District students, staff, and/or other identified stakeholders complete and pass an industry-standard criminal history background check and all sound screening practices, including but not limited to legally-required Sex Offender Registry Certificate of Compliance, prior to the start date. Vendor agrees to work with the District's Business Office on completion of the above.
- B. The cost of background check(s) required under this Agreement will be borne by District.
- C. Unsatisfactory results of the background check(s) may result in Vendor's, its agent(s'), and/or its employee(s') disqualification from performance of services under this Agreement and/or immediate termination of this Agreement. District shall have sole discretion to determine if the results from the background check(s) meet District standards.

VII. CONFIDENTIALITY

- A. In the performance of services under this Agreement, Vendor, its employees, and/or its agents may have access to and/or receive and/or be entrusted with confidential information. All such material is considered secret and will be available to Vendor in strict confidence.
- B. Except in the performance of its services, Vendor, its employees, and/or agents, shall not, directly or indirectly, for any reason whatsoever, disclose and/or use any such confidential material until such material ceases, through no fault whatsoever of Vendor, to be confidential because it has become public knowledge or part of the public domain.
- C. Upon termination of this Agreement by any means, or whenever requested by District, Vendor shall promptly deliver to District any and all of the confidential material not previously delivered that may be and/or at any previous time(s) have been in Vendor's possession and/or under Vendor's control. Vendor agrees that this confidentiality provision shall survive and continue after the termination of this Agreement for any reason whatsoever.
- D. Vendor shall limit its employees' and/or agents' access to students' educational records to those persons for whom access is essential to the performance of services carried out under the Agreement. Vendor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

VIII. INTELLECTUAL PROPERTY

A. District shall own all rights, titles, and interests, including all related Intellectual Property

Rights, in and to work product, including any suggestions, ideas, enhancement requests, feedback, recommendations and/or other information provided by Vendor and/or any other party relating to the services covered by this agreement.

B. District name and logo(s) are trademarks of District, and no right or license is granted to Vendor use them other than in the provision of services for District under the terms of this Agreement.

IX. INSURANCE

- A. No workers' compensation insurance and/or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained by District on account of Vendor.
- B. Vendor shall maintain insurance and practices in alignment with *Appendix A: Vendor's Minimum Insurance Requirements*. Upon request of District, Vendor shall provide proof of said insurance coverage.

X. INDEMNIFICATION

A. Vendor shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and/or expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by Vendor or as a result of failure to pay any employment or income taxes arising out of Vendor's performance of Services for the District.

XI. AMENDMENTS

A. This Agreement may only be supplemented, amended or revised in writing by mutual agreement of the parties.

XII. GOVERNING LAW

A. This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa. Any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Polk County, Iowa, unless otherwise agreed by the parties.

XIII. SEVERABILITY

A. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, then such provision shall be deemed null and void, but without invalidating the remaining provisions.

XIV. ENTIRE AGREEMENT

A. This Agreement constitutes the complete and entire agreement between the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the partied have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

:	Date:
Aaron Johnson	
President, Board of Education	
Ankeny Community School District	
306 SW School Street	
Ankeny, Iowa 50023	
	07.04.0000
v: Niensler Jume	07-21-2022 Date:

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APPENDIX A:

Vendor's Minimum Insurance Requirements

- A. The Vendor shall purchase and maintain such insurance as will protect the Vendor from claims set forth below which may arise out of, or result from the Vendor's operations under the contract, whether such operation be by the Vendor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance to be maintained by the Vendor shall be written as follows:
 - 1. Workers' Compensation and Employers Liability Insurance as prescribed by Iowa law or the minimum limits shown below;

a. Iowa Benefits- Statutory

b. Employers Liability

Bodily Injury by Accident
Bodily Injury by Disease
Bodily Injury by Disease
Solo,000 Each Accident
\$500,000 Each Accident
\$500.000 Each Employee

The Workers' Compensation policy shall include a waiver of subrogation clause in favor of the owner.

2. Commercial General Liability Insurance combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$4,000,000
Products-Completed Operations Aggregate Limit	\$4,000,000
Personal & Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Limit	\$ 100,000
Medical Expense Limit	\$ 5,000

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement.
- b. Personal and Advertising Injury
- c. Operations by independent contractors.
- d. Contractual Liability coverage
- e. Coverage for property damage underground or damage by explosion or collapse (XCU).
- **3. Automobile Liability Insurance** covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$2,000,000 per accident. Insurance must include Contractual Liability.
- **4. Umbrella/Excess Liability Insurance** combined single limit for bodily injury, property damage and personal injury excess primary liability limits: \$1,000,000. The required Liability limits outlined within may be met with any combination of underlying and umbrella/excess policy limits.
- **5. Additional Insured** the Vendor will include the School as additional Insured on all policies except Workers' Compensation as respects all work performed. The additional insured coverage

- shall be primary and non-contributory to any of the owner's policies and shall apply to both ongoing and completed operations.
- 6. Insurance Certificates Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the School. These insurance policies shall not be cancelled without at least 30 days prior written notice to the School. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the School prior to the commencement of this lease.
- 7. Government Immunity The following clauses will be added to all liability coverages:
 - a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 - b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
- **8. Subrogation** To the extent that such insurance is in force and collectible and to the extent permitted by law, the School and Vendor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise, except in cases of gross negligence.
- 9. Property Insurance Unless otherwise provided, the Owner shall purchase and maintain property insurance on the project in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made. This insurance shall include interests of the Owner, the Vendor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include insurance against the perils of fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and debris removal including demolition occasioned by enforcement of any applicable legal requirements, depending on availability. The property insurance may contain sub-limits for these coverages. At the option of the school district, the insurance covering the project may be written under a Builder's Risk policy or covered under the District's permanent property insurance.

- **10. Professional Insurance** If the Vendor is required to furnish professional services as part of the Work, the Vendor shall purchase Professional Liability insurance covering performance of the professional services, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
- 11. Pollution Insurance If the work involves the transport, dissemination, use or release of pollutants, the Vendor shall purchase Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

- **12.** Coverages under sections 10 and 11 may be purchased through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than\$1,000,000 per claim and \$1,000,000 in the aggregate.
- **13. Aircraft Insurance** If the work requires use or operation of manned or unmanned aircraft, including drones, the Vendor shall purchase coverage with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

INVOICE

Nick Quamme

6460 Galleria Drive Unit 1103 West Des Moines, IA 50266 nickquammechoreography@gmail.com +1 6083851424

Caroline Edgeton

Bill to

Caroline Edgeton Ankeny Schools Invoice details

Invoice no. : 1059 Invoice date : 7/7/22 Due date : 12/17/22

Product or service

Amount

. Cleaning

December 17th- 1-5pm

4 hrs × \$100.00

\$400.00

Total \$400.00

Note to customer

Thank you for your business.

INVOICE

Nick Quamme

6460 Galleria Drive Unit 1103 West Des Moines, IA 50266 nickquammechoreography@gmail.com

+1 6083851424

Caroline Edgeton

Bill to

Caroline Edgeton Ankeny Schools Invoice details

Invoice no.: 1058 Invoice date: 7/7/22 Due date: 10/28/22

Product or service

Amount

1. 2022/2023 Choreography Fee Balance

October 28/29

\$1,500.00

Note to customer

Thank you for your business.

Total

\$1,500.00

Equipment Loan Agreement

John Deere Des Moines Works (Deere) hereby agrees to supply and loan the following equipment: 1 gator, for a period of up to 3 Months, commencing July 29th 2022 and terminating on October 31, 2022 to AHS and ACHS Marching Band.

It is understood by both John Deere and **AHS and ACHS Marching Band** that no obligation to purchase such equipment will be imposed upon **AHS and ACHS Marching Band**. Consequently, the unit will be supplied without charge to the **AHS and ACHS Marching Band**.

During the period of this loan of equipment John Deere will, at **AHS and ACHS Marching Band** request, make the necessary personnel available to assist in the preliminary operator orientation as well as instruct **AHS and ACHS Marching Band** on normal maintenance requirements.

In return, AHS and ACHS Marching Band agrees to the following conditions:

- 1. **AHS and ACHS Marching Band** will allow only competent, trained individuals to operate the aforementioned equipment in a safe and prudent manner. No persons especially children are allowed to ride on or be near equipment when operating.
- 2. No modifications will be made to the equipment without John Deere's prior approval.
- 3. AHS and ACHS Marching Band will maintain the following insurance coverages:
 - (a) Comprehensive or Commercial General Liability Insurance. AHS and ACHS Marching Band, at its expense will carry Comprehensive or Commercial General Liability Insurance or its equivalent endorsed to include contractual liability with minimum limits of \$1,000,000 bodily injury each occurrence and U.S. \$1,000,000 property damage each occurrence. AHS and ACHS Marching Band also agrees to have its insurer include John Deere & Company, its subsidiaries, affiliates and assigns as Additional Insureds for liability arising out of the operation and use of the equipment. Such coverage shall be primary over any other insurance maintained by John Deere & Company, its subsidiaries, affiliates, and assigns.
 - (b) Physical Damage Insurance. AHS and ACHS Marching Band, at its expense shall keep the equipment insured against all risk of physical damage for no less than its actual cash value. Such insurance shall include a loss payable clause made out in favor of John Deere & Company, its subsidiaries, affiliates, and assigns. Inadequacy of such insurance proceeds to cover the cost of repairs or replace the equipment does not excuse or diminish AHS and ACHS Marching Band obligation to repair or replace the equipment.
 - (c) AHS and ACHS Marching Band shall deliver to John Deere certificates or other evidence satisfactory to John Deere that insurance is maintained as required under Condition 3(a) and (b) until AHS and ACHS Marching Band is no longer

liable for loss or damage to the equipment as provided in this agreement. Such insurance shall be effective from the date of the agreement and shall include a clause obligating the insurer to give John Deere not less than 30 days prior written notice of any material change in or cancellation of the insurance.

- 4. **AHS and ACHS Marching Band** will be responsible for normal maintenance as outlined in the manufacturer's operator's manual.
- 5. **AHS and ACHS Marching Band** will be solely responsible for damage to the equipment which could include, but is not limited to, damage to tires.
- 6. <u>Liability</u>. **AHS and ACHS Marching Band** assumes all risk and liability for and shall hold John Deere & Company, its subsidiaries, affiliates and assigns harmless from all claims, liabilities or expenses for injuries or death to persons, or loss or damage to property arising out of the use, operation or possession of the equipment during the term of this agreement. This requirement is separate from and in addition to the insurance required under Condition 3(a). **AHS and ACHS Marching Band** liability hereunder shall not be limited to the amounts of insurance required in Condition 3(a).

<u> John Deere (Gator Loan Caretaker)</u>	AHS and ACHS Marching Band
By: Michael Warman (AUS Security)	By: Ryan Weldon
Title: Account Manager/Security	Title: School Board President
Date	Date



FY23 Contract between Polk County Early Childhood Iowa (Board), United Way of Central Iowa (UWCI) as fiscal agent and Ankeny Community School District

This Contract is effective on July 1, 2022 and is made by and between the Polk County Early Childhood Iowa (BOARD), United Way of Central Iowa as fiscal agent (UWCI), and Ankeny Community School District (SERVICE PROVIDER) for **Preschool Programming Support for Low-Income Families**.

In consideration of the mutual covenants contained in this Contract, the sufficiency of which is acknowledged, it is agreed as follows:

1.0 IDENTITY OF PARTIES

- 1.1 The Polk County Early Childhood Iowa Board, (referred to in this document as the "Board") is the issuing entity for this Contract. The Board's address is: 1111 9th Street, Suite 100, Des Moines, IA 50314.
- 1.2 Ankeny Community School District (referred to in this document as "Service Provider") is the contracting entity, and is entering into this Contract to provide the products and/or services defined in Section 4 below. The address of the Service Provider is: 306 SW School Street, Ankeny, IA 50021.
- 1.3 United Way of Central Iowa (referred to in this document as "UWCI") is the fiscal agent for the Polk County Early Childhood Iowa Board.

2.0 DURATION OF CONTRACT

The term of this Contract shall be **7/1/22** through **6/30/23** unless terminated earlier in accordance with Section 5 of this Contract. The Board has the option to renew this Contract for up to five additional one (1)-year extensions by giving the Service Provider written notice of the extension decision at least sixty (60) days prior to the expiration of the initial term or renewal term.

3.0 COMPENSATION

3.1 Payment for Performance Clause

Payment shall be contingent upon the Service Provider performing the services set forth in Section 4.0 and submitting detailed invoices. The invoices shall be accompanied with appropriate documentation necessary to support all charges included on the invoice. The contract number must be placed on all claims for payment.

3.2 Pricing

The Service Provider will be paid for the services described in Section 4.0 a fee not to exceed \$39,690.00 for the contract period. UWCI, as fiscal agent, will make payments. This shall be the total compensation paid to the Service Provider. The Service Provider shall not be eligible for any other compensation or benefits including, but not limited to, insurance, paid leave or retirement.

3.3 Billings

The Service Provider shall submit invoices to the Board for goods and services rendered. The invoices shall be submitted to the Board with appropriate documentation as necessary to support all charges included on the invoices. Appropriate documentation for invoicing is outlined in guidance issued to Service Providers after contracts are executed.

All charges submitted for payment must be on the program budget submitted as part of the program review and request for proposal during the spring of the previous fiscal year.

The Board shall pay all approved invoices.

Claims for payment must be submitted to Polk County Executive Director. Claims for payment may be emailed to barb.bremner@unitedwaydm.org or mailed to:

Barb Bremner, Executive Director Polk County Early Childhood Iowa 1111 9th Street, Suite 100 Des Moines, IA 50314

Once contracts are executed, Polk County ECI staff will issue a monthly billing template reflecting updated contract numbers to each contractor. Billing template will include instructions for required documentation of all expenditures.

The Service Provider is responsible for completing a request for payment, using the billing template provided by Polk County ECI, and submitting it to the Polk County ECI office by the 10th of the month along with the required documentation related to services performed under the contract.

Claims not received by the 10th of the month will be held for payment until the following month.

Requests for payment will be reviewed by the Polk County ECI staff for accuracy, detailed documentation, and fiscal accountability to the provisions outlined in the program contract. If there is an error or missing documentation, the contractor will be contacted and the required information will be received prior to payment being made.

To the best of their ability, Service Providers are to submit their invoice for work done under the contract within thirty(30) days of an expense being incurred or work being performed.

The Board will pay for documented expenditures only within the same fiscal year that services were provided or expenses were incurred. At the end of the fiscal year the Board will notify all Service Providers of the date final requests for payment must be received.

If the Service Provider determines that the project will not be able to expend all granted funds, the Service Provider agrees to contact the Board prior to April 1, 2023 to negotiate a revision.

4.0 SCOPE OF SERVICES

- 4.1 The Service Provider shall provide the following services as an independent Service Provider. The Service Provider's duties shall include, but not be limited to, the following for children ages three, four or five from families at or below 200% of the federal poverty level. Exceptions to income eligibility: child in foster care; child born to parent under the age of 18; child with an incarcerated parent.
 - Implement activities to increase access to preschool for children from families at or below 200% of the federal poverty level. Not limited to these examples:
 - -Conduct community outreach efforts to enroll children from populations underrepresented in preschool enrollment: low-income, English language learners, children of color. Staff to conduct outreach and enrollment of children; staff to create connection with underrepresented populations.
 - -Transport children to and from preschool.
 - Increase instructional hours beyond SWVPP minimum 10 hours for children age three, four, and five from families at or below 200% of the federal poverty level enrolled in District Preschool Program. If district SWVPP instructional time exceeds state minimum of 10 hours this time must be free for all enrolled 4 year olds. ECI funds to be used for hours beyond district SWVPP instructional hours for income eligible children.
 - Scholarships for enrolled children age three, four, and five from families at or below 200% of federal poverty for wrap around child care provided through district. Districts must utilize DHS CCA for children of incomeeligible parents before utilizing ECI funds.
 - Summer kindergarten preparation program.
 - Dedicated early childhood support staff not funded through SWVPP. Not limited to these examples: early childhood mental health professional, early childhood behavioral specialist, early childhood social worker, early childhood nurse.

Polk County ECI preschool programming support funds are not to be used to supplant Department of Education Statewide Voluntary Preschool Program funds.

Polk County ECI funds are not intended for food, instructional materials, early childhood program administrative staff salary/benefits, or professional development.

Administrative charges are not to exceed 5%.

Allowable expenditures in FY23 budget include costs related to providing for enrolled children (ages three, four, or five) from families at or below 200% of federal poverty level:

- increased access to preschool;
- increased instructional hours:
- scholarship for wrap around care;
- o summer programming to prepare for kindergarten.

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Anticipated expenditures demonstrate a likely spending outlay, but actual expenditures may differ as long as they are for the program specified and mutually acceptable to the Service Provider and the Executive Director of Polk County Early Childhood Iowa.

4.2 Performance Measures

The Service Provider shall provide agreed upon state required performance measures by submitting data mid-year and end-of-year on the Results Scorecard database. Data related to program services provided July 1, 2022 – December 31, 2022 should be entered by January 21, 2023. Data related to program services provided January 1, 2023 – June 30th, 2023 should be entered into Results Scorecard Database by July 31, 2023.

4.3 Monitoring Clause

The Service Provider shall submit to the Board a monthly invoice reflecting actual fiscal expenditures associated with Early Childhood Iowa-funded programs.

The Board will monitor the performance of the Service Provider bi-annually through the collection of reports to ensure that the Service Provider is meeting the deliverables of the contract and achieving the specified results. The Service Provider will be required throughout the duration of the contract to satisfactorily provide the services described in the Scope of Work Section in order to meet the desired outcomes.

Contracted Staff of the Board will observe services of the Service Provider and report to the Board observations not noted in reports. The Board will also be allowed to monitor the work of the Service Provider by observing and/or participating in education programming for participants of said program. This will apply to all subcontracts of Service Provider.

The Board reserves the right to conduct on site reviews.

Reports will include a summary of services provided; required performance measure data, and program budget information.

4.4 Review Clause

The Service Provider shall meet with the Board as requested and provide information for review of the Service Provider's compliance with the terms of the contract and level of performance. The Service Provider agrees that the Board or the Board's duly authorized and identified agents or representatives shall have the right to access any and all information pertaining to the contract, conduct site visits, conduct quality assurance reviews, review contract compliance, assess management controls, assess contract services and activities, and provide technical assistance. At a minimum, the Service Provider and Board will evaluate achievements of the contract performance targets and results.

4.5 Public Recognition

To ensure public recognition for the support from BOARD, SERVICE PROVIDER agrees to provide public recognition of Polk County Early Childhood Iowa's financial support in public announcements, media releases, websites, annual reports, newsletters, event programs, or exhibits, as appropriate and applicable to SERVICE PROVIDER. SERVICE PROVIDER will utilize Polk County Early Childhood Iowa logo when appropriate. At a minimum, the recognition statement should state:

"SERVICE PROVIDER gratefully acknowledges the financial support of Polk County Early Childhood Iowa."

5.0 TERMINATION

5.1 Termination Upon Notice

Either party may terminate this contract, without penalty and without incurring further obligation, upon **30** days written notice. The Service Provider shall be entitled to compensation for services or goods provided prior to and including the termination date.

5.2 Termination Due to Lack of Funds or Change in Law

The Board shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the Service Provider as a result of any of the following:

- **5.2.1** Adequate funds are not appropriated or granted to allow the Board to operate as required and to fulfill its obligations under this Contract;
- **5.2.2** Funds are de-appropriated or not allocated or if funds needed by the Board, at the Board's sole discretion, are insufficient for any reason;
- **5.2.3** The Board's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Board;
- **5.2.4** The Board's duties are substantially modified.

6.0 INDEMNIFICATION.

6.1 The Service Provider agrees to defend, indemnify and hold the Board and the state of Iowa, and UWCI and their officers, agents and employees, harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including legal expenses required to defend the Board or their officers, agents or employees by reason of the failure of the Service Provider to fully perform and comply with the terms of this contract.

6.2 Survives Termination

Indemnification obligation shall survive termination of this contract.

7.0 INSURANCE

7.1 Insurance Requirements

The Service Provider, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Service Provider's expense, insurance covering its work during the entire term of this contract and any extensions or renewals. The Service Provider's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Service Provider's performance of this Contract regardless of the date the claim is filed or expiration of the policy.

8.0 CONTRACT ADMINISTRATION

8.1 Independent Service Provider

The status of the Service Provider, and all subcontractors, shall be that of an independent contractor. The Board shall not provide the Service Provider with office space, support staff, equipment or tools, or supervision beyond the terms of this contract. Neither the Service Provider nor its employees shall be considered employees of the Board for tax purposes. The Board shall not withhold taxes on behalf of the Service Provider (unless required by law). The Service Provider shall be responsible for payment of all taxes, fees and charges when due.

8.2 Compliance With Equal Employment And Affirmative Action Provisions

The Service Provider shall comply with all provisions of federal, state and local laws, rules and executive orders including, but not limited to, Equal Employment Opportunity provisions, Occupational Health and Safety Act, Affirmative Action and Civil Rights rules and regulations, licensing requirements, records retention, and audit requirements.

8.3 Compliance with the Law

The Service Provider, its employees, agents, and subcontract providers shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment, equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors or suppliers. The Service Provider may be required to provide a copy of its affirmative action plan, containing goals and time specifications. Failure to comply with this provision may cause this contract to be cancelled, terminated or suspended in whole or in part and the Service Provider may be declared ineligible for future state contracts or be subject to other sanctions as provided by law or rule.

The Service Provider, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this contract.

8.4 Subcontracting

None of the work or services relating to this contract shall be subcontracted to another organization or individual without specific prior written approval by the Board except for subcontracts under \$2000. To obtain approval, the Service Provider shall submit to the Board the proposed contract or written contract between the parties. The proposed contract or contract shall contain:

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- (1) A list of the work and services to be performed by the subcontractor.
- (2) The contract policies and requirements.
- (3) Provision for the Board, the Service Provider, and any of their duly authorized representatives to have access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.
- (4) The amount of the subcontract.
- (5) A line item budget of specific costs to be reimbursed under the subcontract or contract or other cost basis for determining the amount of the subcontract as appropriate.
- (6) A statement that all provisions of this contract are included in the subcontract including audit requirements.
- (7) Period of performance.
- (8) Any additional subcontract conditions.

Any subcontract or other written contract shall not affect the Service Provider's overall responsibility and accountability to the Board for the overall direction of the project.

If during the course of the subcontract period the Service Provider or subcontractor wishes to change or revise the subcontract, prior written approval from the Board is required.

The Service Provider shall maintain a contract administration system which ensures that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The Service Provider shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of any subcontract. No employee, officer or agent of the Service Provider or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists.

8.5 Authorization

Each party to this contract represents and warrants to the other that:

- **8.5.1** It has the right, power and authority to enter into and perform its obligations under this contract.
- **8.5.2** It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this contract and this contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

8.6 Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

8.7 Choice of Law and Forum

The terms and provisions of this contract shall be construed in accordance with the laws of the state of lowa. Any and all litigation or actions commenced in connection with this Contract shall be brought in an appropriate lowa forum.

8.8 Not a Joint Venture

Nothing in this contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the contract. If the Service Provider is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this contract, and for any default of such activities and obligations.

8.9 Assignment and Delegation

This contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in the Service Provider shall be considered an assignment.

8.10 Amendments

This contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this contract must be fully executed by both parties.

8.11 Confidentiality

Information of the Board which identifies clients and services is confidential in nature. The Service Provider and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to the contract. Service Provider shall not use confidential information for any purpose other than carrying out Service Provider's obligations under this contract. The Service Provider shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The Service Provider may be held civilly or criminally liable for improper disclosure. Service Provider shall promptly notify the Board of any request for disclosure of confidential information received by the Service Provider.

8.12 Records Retention and Access

The Service Provider shall maintain books, records, and documents which sufficiently and properly document and explain all charges billed to the Board throughout the term of this contract for a period of at least five years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records. All data and records, including client information, obtained by the contractor, in connection with this contract, shall be made available to the Board. The Service Provider shall permit the Auditor of the State of Iowa or any authorized representative of the States, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit,

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excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Service Provider relating to orders, invoices, payments, services provided or any other documentation or materials pertaining to this contract, wherever such records may be located.

8.13 Integration

This contract represents the entire contract between the parties and neither party is relying on any representation that may have been made which is not included in this contract.

8.14 Tobacco Smoke Prohibited

Public Law 103-237, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative contracts, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

The Service Provider certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The Service Provider shall execute the Certification of Compliance with the Pro-Children Act of 1994 attached as Exhibit A and provide the original certification when it executes this Contract.

8.15 Drug Free Work Place

The Service Provider shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations

8.16 Suspension and Debarment.

The Service Provider certifies pursuant to 2 CFR 180 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal board or agency. The Service Provider shall execute the certification regarding debarment attached as Exhibit B.

8.17 Lobbying Restrictions

The Service Provider shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification

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and disclosure requirements. The Service Provider shall execute the certification regarding lobbying restrictions attached as Exhibit C.

8.18 Conflict of Interest

No relationship exists or will exist during the contract period between the Service Provider and the Board that is a conflict of interest.

8.19 Compliance with Iowa Code Chapter 8F

The Service Provider shall comply with Iowa Code Chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Service Provider shall be forwarded to the Board.

8.20 Repayment Obligation

In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Service Provider shall be liable to the Board for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Service Provider as well as any subcontractors.

9.0 EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above contract and have caused their duly authorized representatives to execute this contract.

Ankeny Community School District		
Ву:	Date:	_
Name:		
Title:		
Federal Tax Identification Number:		
Polk County Early Childhood Iowa Board		
Ву:	Date:	_
Name: <u>Deanna Bennigsdorf</u>		
Title: Board Chair		
United Way of Central lowa (fiscal agent)		
Ву:	Date:	
Name: Sarah J. Roy		
Title: Chief Operating Officer		

Exhibit A

CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

Service Provider must comply with Public Law 103-237, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities (other than clinics) where WIC coupons are redeemed.

The **Service Provider** further agrees that the above language will be included in any sub-awards that contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

Signature:		 	
Title:	· · · · · · · · · · · · · · · · · · ·		
Organization:			
Date:			

Exhibit B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER-COVERED TRANSACTIONS

By signing and submitting this contract, the Service Provider is providing the certification set out below:

- 1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Service Provider knowingly rendered an erroneous certification, in addition to other remedies available to the Board with which this transaction originated, the board may also pursue available remedies, including suspension and/or debarment.
- 2. The Service Provider shall provide immediate written notice to the person to whom this Contract is submitted if at any time the Service Provider learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 3. The terms covered transaction, debarred, suspended, ineligible, lower tier-covered transaction, participant, person, primary covered transaction, principle, contract, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to when this contract is submitted for assistance in obtaining a copy of those regulations.
- 4. The Service Provider agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier-covered transaction with a person who is proposed for debarment under 2 CFR 180, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Board with which this transaction originated.
- 5. The Service Provider further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier-Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier-covered transactions.
- 6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier-covered transaction that it is not proposed for debarment under 48 CFR part 9, sub-part 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier-covered transaction with a person who is proposed for debarment under 2 CFR 180, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal

government, the Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

- (1) The Service Provider certifies, by submission of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the Service Provider is unable to certify to any of the statements in this certification, such Service Provider shall attach an explanation to this contract.

(Signature)
(Title)
(O)
(Organization Name)
Date)

Exhibit C

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid on behalf of the Sub-Grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of the Congress, an officer or employee of the Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of the Congress, or an employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Service Provider shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.A. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _		 	
Title:			
Organizatio	า:		
Date:			



Customer: Parkview Middle School – Date: July 5, 2022

Ankeny Schools

Project: Quarterly PM **Project Number:** IL7522-03

We are pleased to provide the following solution for this project. Please let us know if you have any questions or concerns about the solution.

Contract Effective Date: August 1st, 2022 to July 31st, 2023

DPT Service- The only fully certified Liebert technicians in Iowa- We are the experts at critical space environmental support. Each of our five Liebert technicians has 40 + parts on each of their service vehicles, plus warehouse inventory in Urbandale, Omaha and Peoria, for quicker response to your needs.

HVAC EQUIPMENT INFORMATION

Liebert System

Model: BU067ADAEI416A; Serial: N10J740185
 Model: DCSL165AS1589; Serial: 1040C30805

Quarterly Preventative Maintenance

\$3,115.00 (tax not included)

- Priority Service for contracted customers
- Includes (4) PM inspections scheduled by the customer between 8am- 5pm, Monday-Friday, (excluding national holidays)
- Includes labor rate / repair parts discount for repairs needed during contract period
- System configuration for best performance
- Available for tech support 24/7
- Filters and belts changed (2) times per year
- Testing of operations

All work performed by Liebert Factory Trained Technicians



Filters

- 1. Check for restricted airflow
- 2. Replace air filters as needed
- 3. Examine filter switch
- 4. Wipe entire section clean

Blower Section

- 1. Verify that impellers are free of debris and move freely
- 2. Check belt for condition and proper tension.
- 3. Replace belts as needed
- 4. Verify that the bearings are in good condition
- 5. Check the fan safety switch for proper operation
- 6. Check the pulleys and motor mounts for tightness and proper alignment

Condenser

- 1. Verify condenser coil cleanliness
- 2. Brush clean and spray using hose and nozzle connected to local water source (if local water source is available)
- 3. Chemical cleaning of outdoor condensing unit is excluded from normal scheduled maintenance and can be performed on a time and material basis
- 4. Examine motor mounts for tightness. Tighten if necessary
- 5. Verify that the bearings are in good working order
- 6. Confirm that the refrigerant lines are properly supported

Refrigerant Circuit/Section

- 1. Examine refrigerant lines for leaks or damage
- 2. Using the sight glass, check lines for moisture
- 3. Monitor suction pressure
- 4. Monitor head pressure
- 5. Monitor discharge pressure
- 6. Check superheat

Electric Panel, Controls, and Ancillary Items

- 1. Check fuses
- 2. Check electrical connections
- 3. Check contactors for pitting
- 4. Using microprocessor controls, ensure proper operation of the unit components
- 5. Inspect leak detection cabling



Insurance: During the term of the agreement, DPT will maintain at least the below listed levels of insurance coverage.

Workers' Compensation Employer's Liability	As prescribed by statue or other jurisdiction in which work is to be performed. \$1MM each accident
General Liability - on an occurrence basis, including premises operations, products and completed operations, contractual liability, and personal and advertising injury	\$1MM per occurrence and \$2MM in the aggregate
Commercial Auto Liability - covering all leased, owned and non-owned	\$1MM per occurrence combined single limit for bodily injury and property damage liability
Umbrella Liability on a follow form basis	\$6MM per occurrence and in the aggregate excess of the general liability and commercial automobile liability insurance

Accepted by:	Accepted on:
PO / Reference #:	



Terms are net 30 days. Tax is not included. Freight is FOB Factory. The quote is valid for 45 days. Price and availability are current as of the date of the proposal. If Data Power Technology Group receives a purchase order for the above proposal, please make it out to:

DPT Service a member of Data Power Technology Group 3041 Justin Dr Urbandale, IA 50322

lan Lumsden

ilumsden@dptgroup.com (515) 471-1945



Terms and Conditions

ARTICLE I ORDER OF PRECEDENCE

1.1 **TERMS AND CONDITIONS.** These Terms and Conditions ("Terms and Conditions") shall apply to all sales of equipment, parts and/or services by DPT Service, LLC ("Company"), and are hereby incorporated into and made a part of every proposal or quotation issued by Company to the Customer identified in such proposal or quotation, and to each maintenance agreement entered into between Company and such Customer. Customer shall be deemed to have accepted and agreed to these Terms and Conditions by accepting such proposal or quotation, or by entering into such maintenance agreement.

ARTICLE II PRICES

- 2.1 **PRICES.** Prices for equipment, parts and/or services are subject to change without notice and shall automatically expire 30 calendar days from the date of the proposal or quotation; provided, however, Company will not change the prices in a proposal or quotation accepted by Customer within such 30-day period. All prices for equipment, parts and/or services listed in Company publications are intended as a source of general information only and not as an offer to sell, and all prices contained therein are subject to confirmation by a formal proposal or quotation by Company.
- 2.2 **CHANGE ORDERS.** Changes and/or additions to the equipment, parts and/or services in any proposal or quotation accepted by Customer may only be made by a written change order agreed to by Customer and Company. Any such written change order shall describe the change in equipment/parts, quantity, price, scope of services or delivery dates affected by the change order.
- 2.3 **TAXES, FEES AND DUTIES.** Any applicable taxes, fees and duties shall be paid by Customer, either directly or by reimbursement to Company. Any claim for exemption by Customer shall, if applicable, be effective only after receipt of proper exemption forms by Company.
- 2.4 **TERMS OF PAYMENT.** Unless provided otherwise in the proposal or quotation, payment of all invoices shall be due within 30 days from the date of invoice (net 30 days). Amounts not paid by invoice due date shall be subject to interest on the unpaid balance at the maximum rate permitted by law. Customer shall make all payments hereunder in U.S. dollars. Customer shall reimburse Company for all collection costs, court costs, administration costs, investigation costs, attorneys' fees and all other incidental costs, charges or expenses incurred in the collection of past due amounts or otherwise resulting or arising from any breach by Customer of these Terms and Conditions.
- 2.5 **SECURITY INTEREST**. To the extent any equipment or parts are sold to Customer on credit, Customer hereby grants to Company a security interest in all such equipment and parts sold to Customer on credit until such time as the purchase price for such equipment and parts have been paid in full to Company. Customer also hereby authorizes Company to file any initial

- UCC financing statements, continuation statements or amendments thereto necessary to effectuate and perfect such security interest and the proceeds thereof.
- 2.6 WARRANTY. EQUIPMENT AND PARTS ARE SUBJECT TO THE MANUFACTURERS WARRANTY. COMPANY MAKES NO WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, WITH RESPECT TO EQUIPMENT OR PARTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR CONFORMANCE TO DESCRIPTION, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, TRADE PRACTICE OR OTHERWISE.

ARTICLE III LIMITATION OF LIABILITY

LIMITATION OF LIABILITY. NOTWITHSTANDING 3.1 ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, EACH PARTY WAIVES ANY CLAIM AGAINST THE OTHER FOR ITS OWN LOST PROFITS OR LOSSES DUE TO BUSINESS INTERRUPTIONS, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SPECIAL DAMAGES, HOWEVER SAME MAY BE CAUSED, REGARDLESS OF THE FAULT (OTHER THAN GROSS NEGLIGENCE, WILLFUL MISCONDUCT, MALICE, OR INTENTIONAL TORT), NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE OR OTHERWISE), PRE-EXISTING DEFECT, OR STRICT LIABILITY OF THE RELEASED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF ANY EQUIPMENT, PARTS AND/OR SERVICES PURCHASED BY CUSTOMER FROM COMPANY. CUSTOMER AGREES THAT COMPANY'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, IN LAW AND EQUITY OR OTHERWISE WITH TO ANY EQUIPMENT, PARTS AND/OR SERVICES PURCHASED BY CUSTOMER FROM COMPANY IS SOLELY LIMITED TO THE AMOUNT PAID BY CUSTOMER FOR THE EQUIPMENT, PARTS AND/OR SERVICES TO WHICH THE APPLICABLE CLAIM RELATES.

ARTICLE IV FORCE MAJEURE

FORCE MAJEURE. Company shall not be liable for 4.1 damages under these Terms and Conditions for a delay or failure in its performance under these Terms and Conditions as a result of causes beyond its reasonable control, including any law, order, regulation, direction, or request of any government having or claiming to have jurisdiction over Company, its subcontractors and/or its suppliers; failure or delay of transportation; insurrection, riots, national emergencies, war, acts of public enemies, strikes or inability to obtain necessary labor, manufacturing facilities, material or components from Company's usual sources; fires, floods or other catastrophes; acts of God, acts of omissions of Customer or any causes beyond the reasonable control of Company and/or of its suppliers. Upon the giving of prompt written notice to Customer of any such causes of a delay or failure in its performance of any obligation under these Terms and Conditions, the time of performance by Company shall be extended to the extent and



for the period that its performance of said obligations is prevented by such cause.

ARTICLE V MISCELLANEOUS

- 5.1 **GOVERNING LAW.** These Terms and Conditions shall be governed by and be construed in accordance with laws of the State of lowa without regard to conflict of laws principles.
- CONSENT TO FORUM. Customer hereby consents to the jurisdiction of any state court located within Polk County, Iowa or federal court located in the Southern District of Iowa and consents that it may be served with any process or paper by registered mail or by personal service within or outside the State of Iowa in accordance with applicable law. Furthermore, Customer waives and agrees not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper. Nothing contained in this Section 5.2 shall limit or restrict the right of Company to commence any proceeding in the federal or state courts located in the state where Customer resides or maintains its chief executive offices, as applicable, or in any other state, to the extent Company deems such proceeding necessary or advisable to exercise remedies available under these Terms and Conditions.
- 5.3 **WAIVER OF JURY TRIAL.** Company and Customer each hereby waives any right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or relating to these Terms and Conditions.
- 5.4 **WAIVER**. Either party's failure at any time to require strict performance by the other of any of the terms or provisions of these Terms and Conditions shall not waive or diminish that party's rights thereafter to demand strict compliance therewith or with any other provision. Waiver by either party of any default by the other shall not waive any other or similar defaults by the other party.
- 5.5 **AMENDMENTS.** These Terms and Conditions are the exclusive agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. These Terms and Conditions may only be amended in writing by authorized representatives of both parties.

5.6 **USE OF CUSTOMER NAME.** Customer agrees that Company may use Customer's name in connection with the marketing and promotion of the equipment; provided, however, Customer shall be given the opportunity to review and approve all such marketing and promotional materials using Customer's name before use by Company.

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PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with ("Vendor") to provide to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

A. District shall engage Vendor for the term of this Agreement to provide

II. RELATIONSHIP OF THE PARTIES

- A. Nothwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on and shall continue in effect through unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of to complete the work outlined in the Scope of Services. Said payment shall be paid
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

C. District shall render payment to Vendor via check within 30 days of receipt of said invoice.

VI. BACKGROUND CHECKS

- A. Vendor shall ensure that any and all of its employees and/or agents who are present on District property and/or who interact in-person and/or virtually with District students, staff, and/or other identified stakeholders complete and pass an industry-standard criminal history background check and all sound screening practices, including but not limited to legally-required Sex Offender Registry Certificate of Compliance, prior to the start date. Vendor agrees to work with the District's Business Office on completion of the above.
- B. The cost of background check(s) required under this Agreement will be borne by District.
- C. Unsatisfactory results of the background check(s) may result in Vendor's, its agent(s'), and/or its employee(s') disqualification from performance of services under this Agreement and/or immediate termination of this Agreement. District shall have sole discretion to determine if the results from the background check(s) meet District standards.

VII. CONFIDENTIALITY

- A. In the performance of services under this Agreement, Vendor, its employees, and/or its agents may have access to and/or receive and/or be entrusted with confidential information. All such material is considered secret and will be available to Vendor in strict confidence.
- B. Except in the performance of its services, Vendor, its employees, and/or agents, shall not, directly or indirectly, for any reason whatsoever, disclose and/or use any such confidential material until such material ceases, through no fault whatsoever of Vendor, to be confidential because it has become public knowledge or part of the public domain.
- C. Upon termination of this Agreement by any means, or whenever requested by District, Vendor shall promptly deliver to District any and all of the confidential material not previously delivered that may be and/or at any previous time(s) have been in Vendor's possession and/or under Vendor's control. Vendor agrees that this confidentiality provision shall survive and continue after the termination of this Agreement for any reason whatsoever.
- D. Vendor shall limit its employees' and/or agents' access to students' educational records to those persons for whom access is essential to the performance of services carried out under the Agreement. Vendor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

VIII. INTELLECTUAL PROPERTY

A. District shall own all rights, titles, and interests, including all related Intellectual Property

Rights, in and to work product, including any suggestions, ideas, enhancement requests, feedback, recommendations and/or other information provided by Vendor and/or any other party relating to the services covered by this agreement.

B. District name and logo(s) are trademarks of District, and no right or license is granted to Vendor use them other than in the provision of services for District under the terms of this Agreement.

IX. INSURANCE

- A. No workers' compensation insurance and/or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained by District on account of Vendor.
- B. Vendor shall maintain insurance and practices in alignment with *Appendix A: Vendor's Minimum Insurance Requirements*. Upon request of District, Vendor shall provide proof of said insurance coverage.

X. INDEMNIFICATION

A. Vendor shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and/or expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by Vendor or as a result of failure to pay any employment or income taxes arising out of Vendor's performance of Services for the District.

XI. AMENDMENTS

A. This Agreement may only be supplemented, amended or revised in writing by mutual agreement of the parties.

XII. GOVERNING LAW

A. This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa. Any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Polk County, Iowa, unless otherwise agreed by the parties.

XIII. SEVERABILITY

A. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, then such provision shall be deemed null and void, but without invalidating the remaining provisions.

XIV. ENTIRE AGREEMENT

A. This Agreement constitutes the complete and entire agreement between the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the partied have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District		
By: Ryan Weldon President, Board of Education Ankeny Community School District 306 SW School Street Ankeny, Iowa 50023	Date:	
By:	Date:	

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APPENDIX A:

Vendor's Minimum Insurance Requirements

- A. The Vendor shall purchase and maintain such insurance as will protect the Vendor from claims set forth below which may arise out of, or result from the Vendor's operations under the contract, whether such operation be by the Vendor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance to be maintained by the Vendor shall be written as follows:
 - 1. Workers' Compensation and Employers Liability Insurance as prescribed by Iowa law or the minimum limits shown below;

a. Iowa Benefits- Statutory

b. Employers Liability

Bodily Injury by Accident
Bodily Injury by Disease
Bodily Injury by Disease
Solo,000 Each Accident
\$500,000 Each Accident
\$500.000 Each Employee

The Workers' Compensation policy shall include a waiver of subrogation clause in favor of the owner.

2. Commercial General Liability Insurance combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$4,000,000
Products-Completed Operations Aggregate Limit	\$4,000,000
Personal & Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Limit	\$ 100,000
Medical Expense Limit	\$ 5,000

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement.
- b. Personal and Advertising Injury
- c. Operations by independent contractors.
- d. Contractual Liability coverage
- e. Coverage for property damage underground or damage by explosion or collapse (XCU).
- **3. Automobile Liability Insurance** covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$2,000,000 per accident. Insurance must include Contractual Liability.
- **4. Umbrella/Excess Liability Insurance** combined single limit for bodily injury, property damage and personal injury excess primary liability limits: \$1,000,000. The required Liability limits outlined within may be met with any combination of underlying and umbrella/excess policy limits.
- **5. Additional Insured** the Vendor will include the School as additional Insured on all policies except Workers' Compensation as respects all work performed. The additional insured coverage

- shall be primary and non-contributory to any of the owner's policies and shall apply to both ongoing and completed operations.
- 6. Insurance Certificates Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the School. These insurance policies shall not be cancelled without at least 30 days prior written notice to the School. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the School prior to the commencement of this lease.
- 7. Government Immunity The following clauses will be added to all liability coverages:
 - a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 - b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
- **8. Subrogation** To the extent that such insurance is in force and collectible and to the extent permitted by law, the School and Vendor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise, except in cases of gross negligence.
- 9. Property Insurance Unless otherwise provided, the Owner shall purchase and maintain property insurance on the project in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made. This insurance shall include interests of the Owner, the Vendor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include insurance against the perils of fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and debris removal including demolition occasioned by enforcement of any applicable legal requirements, depending on availability. The property insurance may contain sub-limits for these coverages. At the option of the school district, the insurance covering the project may be written under a Builder's Risk policy or covered under the District's permanent property insurance.

- **10. Professional Insurance** If the Vendor is required to furnish professional services as part of the Work, the Vendor shall purchase Professional Liability insurance covering performance of the professional services, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
- 11. Pollution Insurance If the work involves the transport, dissemination, use or release of pollutants, the Vendor shall purchase Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

- **12.** Coverages under sections 10 and 11 may be purchased through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than\$1,000,000 per claim and \$1,000,000 in the aggregate.
- **13. Aircraft Insurance** If the work requires use or operation of manned or unmanned aircraft, including drones, the Vendor shall purchase coverage with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.



Item Cover Sheet

Title: Construction Change Orders

Extended Information: Superintendent's Recommendation: Approve the construction change orders as recommended.

ATTACHMENTS:

File Name **Description Type Upload Date**

Construction Change Order -Q05960-Construction Change Orders - August

Support Document 7/21/2022 002 Parkview MS Performance Center PE Hallway.pdf 2022

Poindexter Flooring, Inc.



June 13, 2022

ANKENY COMMUNITY SCHOOL DISTRI 306 SW SCHOOL STREET ANKENY, IA 50023

Re: PARKVIEW MIDDLE SCHOOL Bid # Q05960 CO- 002 PE HALLWAY & PERFORMANCE CENTER 126 Phone: (515) 255-6366 Fax: (515) 961-0620 www.poindexterflooring.com

2913 North Jefferson Way

Indianola, Iowa 50125

Scope of Work:

This proposal is for material and installation of Shaw Cove luxury vinyl tile and Johnsonite vinyl wall base in the Performance Center Room 126 and the PE Hallway. Demo is included. This is figured as normal working hours Monday through Friday.

Total Price

\$49,305.00

Proposal	Completed and Submitted by	: Sarah Strunge
Proposal	Received and Accepted by:	



Item Cover Sheet

Title: Approve Mandatory Return to Learn Plan

Extended Information: Superintendent's Recommendation: Approve and accept the Mandatory Return to Learn Plan as presented.

ATTACHMENTS:

File Name Description Type Upload Date

R2L 8.1.22.pdf Return to Learn Update Support Document 7/28/2022



Ankeny Community Schools: Approved August 1, 2022

The Ankeny Community School District ("ACSD") is committed to fulfilling its mission of equipping all students with the skills to flourish in and contribute to an ever-changing world. As we engage students in learning during and after the pandemic, the district will remain united in our commitment, passion, and vision in order to support students, families, and our staff in pursuit of the mission.

Summary of Proposed Amendments

The following adjustment to ACSD's 2022-2023 Return-to-Learn Plan (the "Return to Learn (8.1.22)") is recommended to clarify ACSD's approach to mitigation in response to the COVID-19 pandemic.

The amendments to ACSD's 2022-2023 Return-to-Learn Plan outlined below shall, if approved by the Board, take effect August 2, 2022 and remain in effect through January 31, 2023, unless, prior to that date the superintendent brings and the Board adopts an updated recommendation and/or the Board takes further action on this matter to remain compliant with applicable law.

Use of Masks

ACSD may require masks as needed to ensure compliance with law (e.g. to meet the health needs of students with IEPs) and as directed by public health authorities (e.g. in order to authorize an early return from a COVID-19 self-isolation period) but will otherwise not require face coverings related to the COVID-19 pandemic. *This is not a change in practice*.

Visitors, Volunteers, and Assemblies

VISITORS AND VOLUNTEERS

Visitors and volunteers will be allowed in district facilities provided they comply with district policies related to visitors and volunteers. This is not a change in practice.

SCHOOL-WIDE ASSEMBLIES

School-wide assemblies may be held at the discretion of the administration and in alignment with relevant district policies. This is not a change in practice.

Tracking and Notification of Potential COVID-19 Exposure

ACSD will follow the guidance of the Iowa Department of Public Health and Iowa Department of Education to respond to positive cases of COVID-19 for students and staff and will provide notification to families as directed by those agencies.

Continuation of Other 2021-22 Return-To-Learn Plan Mitigation Measures

The information below was included in the 2021-2022 Return-to-Learn Plan approved by the ACSD Board of Education in August 2021 and is aligned with the CDC's guidance for K-12 Schools. The ACSD will continue to support the health and safety of students, staff, and visitors by continuing these mitigation practices until further notice.

TESTING & VACCINATION

ACSD will comply with state and federal law related to vaccination and testing, as relevant.

CLEANING AND DISINFECTION

Custodial cleaning practices will focus on cleaning for health, which includes an emphasis on disinfecting surfaces where bacteria or viruses are most likely to be transmitted. This is not a change in practice.

HYGIENE PRACTICES

ACSD will encourage students and staff to wash their hands for at least 20 seconds with soap and water frequently and will increase the availability of hand sanitizer in common areas and classrooms. This is not a change in practice.

STAY HOME WHEN SICK

ACSD will follow public health directives related to individuals who have tested positive for COVID-19 and/or who are exhibiting symptoms staying home from school. Additionally, ACSD will urge staff and students to stay home if they are sick. This is not a change in practice.

COORDINATION WITH PUBLIC HEALTH AUTHORITIES

ACSD will work with local public health authorities to determine what additional measures may be warranted. This is not a change in practice.

The Ankeny Community School District will also ensure continuity of services for academics, social emotional health, mental health, and other needs, including through:

- Multi-Tiered System of Supports for learning
- School Counselors and Social Workers
- School Nurses
- An expanded partnership with Employee and Family Resources



Item Cover Sheet

Title: Policies - 2nd and Final Reading

Extended Information:

• 607.20 Student Health Services: Mandatory policy. Annual review; minor changes for clarity and consistency.

Superintendent's Recommendation: Approve and accept the second of two policy readings as presented. Policies are for immediate implementation upon second and final reading.

ATTACHMENTS:

File Name Description Type Upload Date

607.20.pdf 607.20 Support Document 7/27/2022

600 SERIES - EDUCATIONAL PROGRAM

607.20 Student Health Services

Health services are an integral part of comprehensive school improvement, assisting all students to increase learning, achievement, and performance. Health services coordinate and support existing programs to assist each student in achievement of an optimal state of physical, mental, and social well-being. Student health services ensure continuity and create linkages between school, home, and community service providers. The district's comprehensive school improvement plan, needs, and resources determine the linkages.

The superintendent/designee, in conjunction with the school nurse, public health nurse, school health team, and any other individuals deemed appropriate by the superintendent/designee shall develop administrative regulations to implement this policy. The superintendent/designee shall provide a written report on the role of health services in the education program to the board annually.

Legal Reference:

42 U.S.C. §§ 12101 et seq.
20 U.S.C. 1232g § -1400 -6301 et seq.
29 U.S.C. § 794(a)
28 C.F.R.35
34 C.F.R. pt. 99, 104, 200, 300 et seq.
Iowa Code §§ 22.7, 139A.3. .8, .21; 143.1, 152, 256.7(24), .11, 280.23
281 I.A.C. 12.3(4), (7), (11); 12.4(12); 12.8; 41.405.
282 I.A.C. 15.3(14); 22.
641 I.A.C. 7.
655 I.A.C. 6, 6.3(1), 6.3(6), 6.6(1), 7.

Cross Reference:

501.05 Enrollment and Attendance 504 Series: Student Health and Well-Being

Approved:

July 10, 1989

Reviewed:

March 11, 2009 July 21, 2014 October 21, 2019 June 16, 2022

Revised:

June 15, 2009 July 21, 2014 October 21, 2019 August 1, 2022

R.R. for Policy #607.20

The district, through school nurses, shall annually provide a vision screening for all students in preschool, kindergarten, and 3rd grade and a color perception evaluation for all kindergarten boys.

The Heartland Area Education Agency shall perform annual hearing screening for students in kindergarten through 2nd grade and 5th grade. If a parent/guardian does not wish to have their child participate in screenings, the parent/guardian shall provide a written request for exemption to the relevant school nurse.

In addition to the health services provided in the curriculum, the district will provide the following district-wide health services:

- 1. Report required communicable disease
- 2. Report and maintain student immunization records
- 3. Meet all requirements of serving as mandatory reporters of child abuse
- 4. Provide hazardous chemical disclosure
- 5. Enforce the Iowa Immunization Law in grades DPS-12.
- 6. Make home visits upon request within the scope of school policies.
- 7. Maintain and keep current the health records for each student.
- 8. Obtain health appraisals on students being staffed for special education programs.
- 9. Dispense prescription and over the counter medications as per authorization of parents/guardians and physicians.
- 10. Follow physician's orders for certain special nursing procedures (e.g., catheterization, blood sugar)
- 11. Provide instruction on standard health and safety precautions



Item Cover Sheet

Consider Resolution to Continue Participation in the Instructional Support Program and Set Date for Title:

Instructional Support Levy Resolution Hearing for August 15, 2022 at 6:00 p.m. in the gymnasium of the

Prairie Ridge Middle School of the Ankeny Community School District

Superintendent's Recommendation: The Board consider the continued implementation of the 10% **Extended Information:**

Instructional Support Levy beginning with 2024-2025 School Year and set a public hearing date for August

15, 2022 at 6:00 p.m.

ATTACHMENTS:

File Name **Description Type Upload Date**

> Resolution Continue participation in the

August 1 2022 Resolution to Consider Continued Participation in the Instructional Support Levy.pdf Instructional Support Support Document

> Program and Set the Date for Public Hearing

ANKENY COMMUNITY SCHOOL DISTRICT

Instructional Support Levy

Approval of Resolution to Consider Continued Participation in the Instructional Support Program

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE SCHOOL DISTRICT.

The Board of Directors of the Ankeny Community School District Polk, State of Iowa, met in Open session, in the Ankeny Community Prairie Ridge Middle School gymnasium, 1010 NW Prairie Ridge Drive, six o'clock P.M. on the above date. There were present President Ryachair, and the following Board Members:	School District, Ankeny, Iowa at
Absent:	_

The President of the Board called up for consideration the Resol Continued Participation in the Instructional Support Program, which requhearing be held on this proposal.	
Director introduced the followand moved its adoption. Director seconded the The roll was called and the vote was:	wing Resolution motion to adopt.
AYES:	
NAYS:	_

The President declared the Resolution adopted as follows:

RESOLUTION

TO CONSIDER CONTINUED PARTICIPATION IN THE INSTRUCTIONAL SUPPORT PROGRAM

WHEREAS, the Board of Directors has approved a five-year finance plan, which anticipates the level of funding that will be possible to continue the current level of services and to fund the ongoing programs of the School District; and

WHEREAS, the Board of Directors wishes to consider continued participation in the Instructional Support Program as provided in Iowa Code sections 257.18 through 257.21; and

WHEREAS, the authorization for the current Instructional Support Program will expire on June 30, 2024; and

WHEREAS, this resolution sets forth the proposal of the Board of Directors, including the method that will be used to fund the program; and

WHEREAS, notice of the time and place of a public hearing must be published:

NOW, THEREFORE, it is resolved:

- 1. The Board of Directors wishes to consider continued participation in the Instructional Support Program as provided in Iowa code sections 257.18 through 257.21, for a period of five (5) years, commencing the fiscal year ending June 30, 2025.
- 2. The additional funding for the Instructional Support Program for a budget year shall be determined annually, and shall not exceed ten percent (10%) of the total regular program district cost for the budget year and moneys received under Iowa Code section 275.14 as a budget adjustment for the budget year.
- 3. Moneys received by the District for the Instructional Support Program may be used for any permissible general fund purpose, excluding returning dropouts and dropout prevention programs, talented and gifted programs, physical plant and equipment levy uses, management levy uses, and special education negative balances.
- 4. The Instructional Support Program will be funded by instructional support state aid and a combination of an instructional support property tax levied annually upon the taxable property within the District commencing with the levy of property taxes for collection in the fiscal year ending June 30, 2025.

5. The Secretary is authorized and directed to give notice of a public hearing
to be held in the Ankeny Community School District, Prairie Ridge Middle School
gymnasium, 1010 NW Prairie Ridge Drive, Ankeny, Iowa, on the 15th day of August,
2022 at six o'clock P.M.
6. Following the public hearing, the Board intends to take action on the
question whether to participate in the Instructional Support Program.
Passed and approved this 1 st day of August, 2022.
abbou and approved unit i any official and 2022.
Ryan Weldon, President
ATTEST:
Jennifer Jamison, Secretary
Jenniel Vallison, Secretary

NOTICE OF CONSIDERATION OF PROPOSAL TO CONTINUE PARTICIPATION IN THE INSTRUCTIONAL SUPPORT PROGRAM FOR THE ANKENY COMMUNITY SCHOOL DISTRICT

Notice is hereby given that the Board of Directors of the Ankeny Community School District in the County of Polk, State of Iowa, will hold a hearing upon its resolution to continue participation in the Instructional Support Program. The hearing will be held in the gymnasium of the Prairie Ridge Middle School of the Ankeny Community School District, 1010 NW Prairie Ridge Drive, Ankeny, Iowa on August 15, 2022, six o'clock P.M.

The Board of Directors is considering continued participation in the Instructional Support Program as provided in Iowa Code Sections 257.18 through 257.21 for a period of five (5) years, commencing with the fiscal year ending June 30, 2025.

Additional funding for the Instructional Support Program for a budget year will be determined annually by the board of Directors, and will not exceed ten percent (10%) of the total regular program district cost for the budget year and moneys received under Iowa Code section 257.14 as a budget adjustment for the budget year.

Moneys received by the District for the Instructional Support Program may be used for any permissible general fund purpose, excluding returning dropouts and dropout prevention programs, talented and gifted programs, physical plant and equipment levy uses, management levy uses, and special education negative balances.

Failure to approve the proposition shall not be construed to terminate or restrict authority previously granted to levy a special tax for any one or more of the foregoing purposes.

The Instructional Support Program will be funded by instructional support state aid and a combination of an instructional support property tax levied annually upon the taxable property within the District commencing with the levy of property taxes for collection in the fiscal year ending June 30, 2025.

At the conclusion of the hearing, the Board intends to take action on the question of whether to adopt a resolution to participate in the Instructional Support Program for a period not exceeding five (5) years.

ANKENY COMMUNITY SCHOOL DISTRICT

By:	
	Jennifer Jamison, Secretary

STATE OF IOWA COUNTY OF POLK))) SS:	PUBLICATION CERTIFICATE
the Ankeny Communit	y School District in t	d acting Secretary of the Board of Directors of the County of Polk, State of Iowa, and that as full authority from the Board of Directors, I

NOTICE OF CONSIDERATION OF PROPOSAL TO CONTINUE PARTICIPATION IN THE INSTRUCTIONAL SUPPORT PROGRAM FOR THE ANKENY COMMUNITY SCHOOL DISTRICT

of which the clipping annexed to the publisher's affidavit attached is a complete copy published at least once, not less than ten (10) clear days nor more than twenty (20) days prior to the date of the public hearing, in The Des Moines Register, a legal newspaper published regularly and with a general circulation within the District, and that the Notice was published in the newspaper in all of the issues published and circulated on the following date:

		, 2022
which was at least ten	(10) days before the hear	ring.
Dated this	day of	, 2022.
		Secretary of the Board of Directors

ATTACH AFFIDAVIT OF PUBLICATION

of as

CERTIFICATE

STATE OF IOWA COUNTY OF POLK)) SS:)	
in the County of Polk, State of the corporate records shindicated in the attachment action was publicly held in which was timely served on other prominent place easily at the principal office of the rules of the Board and the promotice the public and media the meeting as required by I further certify that the indivindicated, that no Board variations in the control of the rules of the Board and the promotice the public and media at the meeting as required by I further certify that the indivindicated, that no Board variations are control of the corporate records shindicated at the attachment action was publicly held in which was timely served on the promotion of the corporate records shindicated at the attachment action was publicly held in which was timely served on the promotion of the promotio	of Iowa, certify that attrowing proceedings of and remain in full for accordance with a not each member of the Baccessible to the public Board (a copy of the apprisions of Iowa Code of at least twenty-four (24) aw and with members widuals named lawfully acancy existed except the action of the apprision of Iowa Code of the action of Iowa Code of the Iowa Code of I	the Ankeny Community School District ached is a complete copy of the portion of the Board meeting held on the date ce and effect; that the meeting and all tice of meeting and a tentative agenda Board and posted on a bulletin board of and clearly designated for that purpose genda is attached) pursuant to the local chapter 21 and upon reasonable advance (4) hours prior to the commencement of so of the public present in attendance; It is possessed their respective offices as as stated and that no controversy of accorporation, organization, existence of uals named as officers.
DATED this	day of	

Jennifer Jamison, Secretary of the Board of Directors Ankeny Community School District



Item Cover Sheet

Approve Resolution amending a Scrivener's Error in the May 18, 2020 Resolution Authorizing the Terms of Title:

Issuance and Providing for and Securing the Payment of School Infrastructure Sales, Services and Use Tax

Revenue and Refunding Bonds

Superintendent's Recommendation: Approve the Resolution amending a Scrivener's Error in the May 18, **Extended Information:**

2020 Resolution Authorizing the Terms of Issuance and Providing for Securing the Payment of School

Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds as recommended.

ATTACHMENTS:

File Name **Description Upload Date Type**

July 28 2022 REVISED Authorizing Resolution - Ankeny CSD 2020A Sales Tax and Refunding Bonds (02084271x7F7E1) (1).pdf

Resolution Amending a Scrivener's Error in May 18. 2020 Sales Tax and Refunding Bonds

Support Document

7/29/2022

ITEMS TO INCLUDE ON AGENDA

ANKENY COMMUNITY SCHOOL DISTRICT

\$34,060,000 School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020A

- Resolution Amending a Scrivener's Error in the May 18, 2020 Resolution Authorizing the Terms of Issuance and Providing for and Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds.
- Approval of Amended and Substituted Tax Exemption Certificate.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE SCHOOL DISTRICT.

The Board of Dire	ectors of the Ankeny Community School Distr	rict, State of Iowa, met ir
session	on, at Prairie Ridge Middle School in the gymr	nasium, 1010 NW Prairie
Ridge Drive, Ankeny, Iov	wa 50023, at 6:00 P.M., on the above date. The	e Board determined that i
is impossible and imprac	ctical for all members to be physically presen	nt at this meeting due to
business and personal cor	mmitments, and that it is necessary to conduct	the meeting by electronic
means. The Board has pr	rovided public access to the electronic conversa	ation. There were presen
President	, in the chair, and the following named Boa	rd Members:
A.1		
Absent: _		
Vacant:		
v acant		

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RESOLUTION AUTHO SECURING THE PA' SERVICES AND USE T ANKENY COMMUN PROVISIONS OF CHA	introduced the following Resolution entitled NDING A SCRIVENER'S ERROR IN THE MAY 18, 2020 PRIZING AND PROVIDING FOR THE TERMS OF ISSUANCE AND YMENT OF \$34,060,000 SCHOOL INFRASTRUCTURE SALES, TAX REVENUE AND REFUNDING BONDS, SERIES 2020A, OF THE ITY SCHOOL DISTRICT, STATE OF IOWA, UNDER THE PTERS 423E AND 423F OF THE CODE OF IOWA, AND PROVIDING AYMENT OF SAID BONDS," and moved its adoption. Board Member seconded the motion to adopt. The roll was called, and the vote was:
AYES:	
NAYS:	
The President de	clared the Resolution adopted.
	* * * * * * *
	moved that the form of the Amended and ption Certificate be placed on file and approved. Board Member seconded the motion. The roll was called, and the vote was:
AYES:	
NAYS:	
The President de	clared the Motion adopted.

* * * * * * * *

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RESOLUTION AMENDING A SCRIVENER'S ERROR IN THE MAY 18, 2020 RESOLUTION AUTHORIZING AND PROVIDING FOR THE TERMS OF ISSUANCE AND SECURING THE PAYMENT OF \$34,060,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE AND REFUNDING BONDS, SERIES 2020A, OF THE ANKENY COMMUNITY SCHOOL DISTRICT, STATE OF IOWA, UNDER THE PROVISIONS OF CHAPTERS 423E AND 423F OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID BONDS

WHEREAS, on May 18, 2020, the Board of Directors of the Ankeny Community School District, State of Iowa, (the "Issuer" or "School District") approved a "Resolution Authorizing and Providing for the Terms of Issuance and Securing the Payment of \$34,060,000 School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020A, of the Ankeny Community School District, State of Iowa, under the Provisions of Chapters 423E and 423F of the Code of Iowa, and Providing for a Method of Payment of said Bonds" (the "May 18, 2020 Resolution"); and

WHEREAS, Section 16(2) of the May 18, 2020 Resolution erroneously indicated the full amount of the commingled Reserve Fund (\$4,951,898.90) securing the Bonds and other Outstanding Bonds subject to the commingled Reserve Fund, would be funded from the Series 2020A Bond Proceeds, when in fact \$1,133,758.39 of the existing Reserve Fund was to be released to refund the Series 2012 Bonds and the balance (\$986,402.12) of the existing Reserve Fund was to be retained as part of the new commingled Reserve Fund; and

WHEREAS, upon closing of the Series 2020A Bonds, the School District should have released \$1,133,758.39 from the existing commingled Reserve Fund to be used to fund the escrow for the current refunding of the Series 2012 Bonds; and

WHEREAS, upon closing of the Series 2020A Bonds, the School District should have allocated \$3,965,496.78 of the Series 2020A Bond Proceeds to the Reserve Fund along with the existing reserves of \$986,402.12 in satisfaction of the aggregate Reserve Fund Requirement of \$4,951,898.90; and

WHEREAS, pursuant to Section 26 of the May 18, 2020 Resolution, the Issuer may, without the consent of or notice to any of the holders of the Bonds and Parity Bonds, amend or supplement the May 18, 2020 Resolution to cure any ambiguity, defect, omission or inconsistent provision in the May 18, 2020 Resolution or in the Bonds or Parity Bonds; or to comply with any applicable provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Bonds or Parity Bonds; or to change the terms or provisions of the May 18, 2020 Resolution to the extent necessary to prevent the interest on the Bonds or Parity Bonds from being includable within the gross income of the holders thereof for federal income tax purposes.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE ANKENY COMMUNITY SCHOOL DISTRICT IN THE COUNTY OF POLK, STATE OF IOWA:

3

Page 142 of 189

Section 1. The last sentence of Section 16(2) of the May 18, 2020 Resolution is struck and is replaced with the following: "On the Closing Date, \$3,965,496.78 of the Bond Proceeds shall be deposited in the Reserve Fund and commingled with existing reserves of \$986,402.12 in satisfaction of the aggregate Reserve Fund Requirement of \$4,951,898.90."

Section 2.2 and Section 2.6(g) of the Series 2020A Tax Exemption certificate are hereby amended as indicated in the attached Amended and Substituted Tax Exemption Certificate to indicate that the Allowable Reserve Fund Amount is computed to be \$3,965,496.78 and to reallocate Bond proceeds to the current refunded portion of the Bonds consistent with the Issuer's original reasonable expectations, and the Reserve Fund will be a "Commingled Fund" securing the Bonds and other Outstanding Bonds subject to the commingled Reserve Fund.

Section 3. The Treasurer is authorized and directed to authorize bond counsel to file an amended IRS Form 8038-G for the Series 2020A Bonds to correct the scrivener's errors related to the amount of Series 2020A Bond Proceeds allocated to the required reserve fund and to the current refunding of the Series 2012 Bonds.

PASSED AND APPROVED this 1st day of August, 2022.

	President of the Board of Directors
ATTEST:	

4 Page 143 of 189

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, the undersigned Secretary of the Board of Directors of the Ankeny Community School District, in the County of Polk, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twentyfour hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this	day of, 2022.
	Secretary of the Board of Directors of the Ankeny Community School District

02084271-1\10173-056



Item Cover Sheet

Title: Approval of Amended and Substituted Tax Exemption Certificate

Extended Information: Superintendent's Recommendation: Approve of the Amended and Substituted Tax Exemption Certificate as

recommended.

ATTACHMENTS:

File Name **Description Upload Date Type**

AMENDED AND SUBSTITUTED TAX EXEMPTION CERTIFICATE Amended and Substituted Tax

(02077198x7F7E1).pdf

Exemption Certificate

Support Document

7/28/2022

AMENDED AND SUBSTITUTED TAX EXEMPTION CERTIFICATE

of

ANKENY COMMUNITY SCHOOL DISTRICT, COUNTY OF POLK, STATE OF IOWA, ISSUER

\$34,060,000 School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020A

This instrument was prepared by:

Ahlers & Cooney, P.C. 100 Court Avenue, Suite 600 Des Moines, Iowa 50309 (515) 243-7611

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TAX EXEMPTION CERTIFICATE

ANKENY COMMUNITY SCHOOL DISTRICT, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on June 3, 2020, by the Ankeny Community School District, County of Polk, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$34,060,000 School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020A (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$34,060,000 aggregate principal amount of School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020A, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
 - "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
 - "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
 - "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Current Refunded Portion" shall mean \$8,130,000 of the Bonds to refund the Refunded Bonds.
- "Escrow Fund" means the fund required to be established by the Resolution for deposit of a portion of the Proceeds of the Bonds that will be used, together with interest earnings thereon, to pay principal and interest and redemption premium, if any, on the Refunded Bonds.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
 - "Financial Advisor" means PFM Financial Advisors LLC.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.

- "Gross Proceeds" as defined in Regulation 1.148-l(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-l(c)) of the Bonds.
- "Gross Proceeds Funds" means the Reserve Fund, Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.
- "Issue Price" as defined in Regulation 1.148-l(b) and (f)(2), means the price determined pursuant to the Special Rule for Competitive Sales in accordance with Regulation 1.148-1(f)(2)(iii). The Issuer hereby elects to utilize the Special Rule for Competitive Sales and treats the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than \$39,654,967.85, as set forth in Exhibit A.
- "Issuer" means the Ankeny Community School District, a public school corporation, County of Polk, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "New Money Portion" shall mean \$25,930,000 of the Bonds issued to pay the costs to build, furnish, and equip additions to both high schools.
- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.
- Parity Bonds" shall mean School Infrastructure Sales, Services and Use Tax Revenue Bonds, notes or other obligations payable solely from the School Infrastructure Tax Revenues on an equal basis with the Bonds and shall include the \$9,115,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015B, dated March 3, 2015, issued in accordance with the Prior Bond Resolution, of which \$6,495,000 of the bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues (the "Series 2015B Bonds").
- "Prior Bond Resolution" shall mean a certain resolution adopted by the <u>Issuer on October 1, 2012, February 16, 2015.</u>
- "Proceeds" as defined in Regulation 1.148-l(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.
- "Project" means to build, furnish, and equip additions to both high schools, and to currently refund the Refunded Bonds (as hereafter defined) as more fully described in the Resolution.

- "Project Fund" shall mean, as to the New Money Portion, the fund established under this Resolution for the deposit of a portion of the Proceeds to pay the costs of to build, furnish, and equip additions to both high schools.
- "Purchasers" means Morgan Stanley & Co., LLC of New York, New York, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Refunded Bonds" means \$9,395,000 of the \$15,850,000 School Infrastructure Sales, Services, and Use Tax Revenue Bonds, Series 2012, dated October 15, 2012.
 - "Refunding Bonds" means the Current Refunded Portion of the Bonds.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.
- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.
- "Resolution" means the resolution of the Issuer adopted on May 18, 2020, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
 - "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the

Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

- (a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.
- (b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.
- (c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.
- (d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to amounts reasonably required in a reserve fund, the certifications of the Financial Advisor as set forth in Exhibit B hereto, (6) with respect to Bond Yield, review of the Verification Certificate, and (7) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.
- (e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the

representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

- (f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.
- (g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.
- (h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.
- (i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.
- (j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.
- (k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.
- (l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.
- (m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.
- (n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.
- (o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the

Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

- (p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.
- (q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.
- (r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.
- (s) The Issuer has not employed a device in connection with the issuance of the Current Refunded Portion of the Bonds to obtain a material financial advantage (based on arbitrage) apart from savings attributable to lower interest rates. The Issuer will not realize any material financial advantage (based on arbitrage or otherwise) in connection with the issuance of the Bonds, or in connection with any transaction or series of transactions connected with the issuance of the Bonds, apart from savings attributable to lower interest rates.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 <u>Receipts and Expenditures of Sale Proceeds</u>

Sale Proceeds (\$34,060,000 plus a reoffering premium of \$5,594,967.85), less underwriter's discount of \$294,426.22, of which \$90,259 will be used to purchase bond insurance, are expected to be deposited and expended as follows:

- (a) \$116,000.00 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and
- (b) As to the New Money Portion, \$27,017,803.24 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds. As to the Current Refunded Portion, \$7,274,839.498,261,241.61, along with \$1,133,758.39 released from the Debt Service Reserve Fund for the Refunded Bonds, will be deposited into the Escrow Fund to be used together with earnings thereon—and with

\$2,120,160.51 from the existing Debt Service Reserve Fund to pay the principal, interest and redemption premium, if any, on the Refunded Bonds. Refunded Bonds will be redeemed on June 3, 2020; and

(c) \$4,951,898.903,965,496.78 will be deposited into the Reserve Fund—to meet, along with \$986,402.12 of existing reserves in satisfaction of the Reserve Fund Requirement aggregate reserve fund requirement for the Parity Bonds of \$4,951,898.90.

Section 2.3 <u>Purpose of Bonds</u>

The Issuer is issuing the New Money Portion of the Bonds to pay the costs to build, furnish, and equip additions to both high schools.

The Issuer is issuing the Current Refunding Portion of the Bonds to refund the Refunded Bonds prior to maturity in order to realize debt service savings due to lower interest rates payable on the Refunding Bonds.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Refunded Bonds and Bonds were or will be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds were or will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Refunded Bonds and Bonds were or will be used directly or indirectly to make or finance loans to persons other than governmental units.

Refunding of Governmental or Private Activity Exempt Facility Bonds (where Refunded Bonds must meet requirements)

The Issuer will use the Proceeds of the Current Refunded Portion of the Bonds to refund the Refunded Bonds. The Issuer has complied with the covenants and restrictions with respect to arbitrage and investment requirements, yield restrictions, and post-closing restrictions on reissuance, reimbursement and change in use imposed by the Code and Regulations on the Refunded Bonds since the issue date of the Refunded Bonds so as to maintain the tax-exempt status of the interest on the Refunded Bonds. The Issuer will comply with all certifications set forth in Article VIII herein.

The Refunded Bonds were exempt from rebate requirements because they met the 24-month spending exception.

Section 2.5 <u>Facts Supporting Temporary Periods for Proceeds</u>

- (a) <u>Time Test.</u> Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.
- (b) <u>Expenditure Test.</u> Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.
- (c) <u>Due Diligence Test</u>. Not later than six months after Closing, work on the New Money Portion of the Project will have commenced and will proceed with due diligence to completion.
- (d) <u>Due Diligence Test.</u> The Issuer has incurred a substantial binding obligation to accomplish the refunding. The refunding will proceed with due diligence to completion.
- (e) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

- (a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.
- (b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.
- (c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will

spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

- (d) The Minor Portion of the Bonds will be invested without regard to yield.
- (e) A Reserve Fund is established to secure the Bonds, however, the Issuer does not expect that principal of or interest on the Bonds will be paid from the Reserve Fund. Monies in the Reserve Fund will not be accumulated except to a reasonable extent. Within one year of receipt, earnings upon the investment of the Reserve Fund monies will be commingled with other revenues from the operations of the Issuer which are substantial in amount for accounting and expenditure.
- (f) The amounts on deposit in the Reserve Fund will at all times be equal to or less than the Allowable Reserve Fund Amount. However, if the amount in the Reserve Fund exceeds the Allowable Reserve Fund Amount, such excess must be invested at a yield no higher than the Bond Yield or will be invested in Tax Exempt Obligations.
- (g) For purposes of Subsections (e) and (f), the following terms shall have the meanings set forth below:
 - (1) "Allowable Reserve Fund Amount" as described in Regulation 1.148-2(f)(2) means an amount equal to the lesser of (10) percent of the stated principal amount of the Bonds, the maximum annual principal and interest coming due on the Bonds, or 125% of the average annual principal and interest coming due on the Bonds. The Allowable Reserve Fund Amount is computed to be \$4.951,898.903,965,496.78.

As provided in Subsections (h) and (i), the Reserve Fund will be a "Commingled Fund" and will apply to the Bonds and Parity Bonds. On the Closing Date for the Bonds, \$3,965,496.78 of the Bond Proceeds shall be deposited in the Reserve Fund and commingled with existing reserves of \$986,402.12 in satisfaction of the aggregate Reserve Fund Requirement of \$4,951,898.90.

- (2) "Reserve Fund" means that portion of the Revenue Fund as described in the Resolution.
- (h) The Bond Fund and the Reserve Fund are funds which either (a) are reasonably expected to be used to pay debt service on the Bonds and Parity Bonds, or (b) are pledged to the payment of debt service on the Parity Bonds should other sources prove insufficient. The Bond Fund is a "sinking fund" as defined in Regulation 1.148-1(c)(2).

The Bond Fund and the Reserve Fund apply to two or more issues, and each fund in the aggregate shall be referred to as a "Commingled Fund". Each Commingled Fund shall be allocated among the various issues of Bonds and Parity Bonds according to the methods described below.

- (i) For purposes of Subsection (h), the following terms shall have the meanings set forth below:
 - (1) "Bond Fund Allocation Factor" shall be determined by dividing the Issue Price of the Bonds, \$39,654,967.85, by the sum of the original face amounts of all outstanding Parity Bonds covered by the Reserve Fund.
 - (2) "Parity Bonds" means the Bonds, and all other outstanding bonds of the Issuer ranking on a parity with the Bonds as set forth in the Resolution.
 - (3) "Reserve Fund Allocation Factor" shall be determined by dividing the Issue Price of the Bonds, \$39,654,967.85 by the sum of the original face amounts of all outstanding Parity Bonds covered by the Reserve Fund.

A portion of the investments in each Commingled Fund and earnings thereon shall be allocated to the Bonds by applying a certain percentage (the "Series 2020A Share") of the market value of the investments in the applicable Commingled Fund. Each time an issue of Parity Bonds is no longer outstanding and each time additional Parity Bonds are issued, the Issuer shall calculate the Series 2020A Share for the Bond Fund and Reserve Fund. The Series 2020A Share is determined for each Commingled Fund by applying the Bond Fund Allocation Factor and the Reserve Fund Allocation Factor, as applicable. Each time it shall be necessary to determine the earnings on the Bond Fund or the Reserve Fund, the Issuer shall multiply the earnings for the applicable Commingled Fund by the applicable Series 2020A Share. The Issuer may, at any time, use any other allocation method for the Reserve Fund or the Bond Fund allowed by Regulation 1.148-6(e)(6).

Section 2.7 <u>Pertaining to Yields</u>

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

- (b) Qualified guarantees have been used in computing yield. The Purchaser has arranged for Assured Guaranty Municipal Corp. to insure the payment of principal and interest on the Bonds.
- (c) The Bond Yield has been computed as not less than 1.7023 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

- (a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.
- (b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.
- (c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.
- (d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 <u>Exceptions to Rebate</u>

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exceptions is as follows:

• Six Month Exception (for the Current Refunding Portion of the Bonds)

The Gross Proceeds of the Bonds are expected to be fully expended for the governmental purposes for which the Bonds were issued no later than six months after the date of issue. If contrary to the reasonable expectations of the Issuer, the Gross Proceeds are not expended within six months, the Issuer will comply with the arbitrage rebate requirements of the Code.

• Election to Treat as Construction Bonds (for the New Money Portion of the Bonds)

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue minus the amount on deposit in the Reserve Fund. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

• Election with respect to future earnings

Pursuant to Section 1.148-7(h)(i)(3) of the Regulations, the Issuer shall calculate the amount of future earnings to be used in determining compliance with the first three spending periods based on its reasonable expectations that the average annual interest rate on investments of the ACP will be not more than 3%. Compliance with the final spending period shall be calculated using actual earnings. Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

• Election with respect to Reserve Fund earnings.

The Issuer shall expend the earnings on the Reserve Fund in accordance with the schedule set forth above and will comply with the rebate requirements of the Code following the end of the two year schedule.

If the Issuer fails to meet an applicable rebate exception, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

- (a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.
- (b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

- (a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.
- (b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

- (b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).
- (c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

- (a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, the Reserve Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.
- (b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:
 - (1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the date of deposit into the Reserve Fund, or the Closing Date if different from the purchase date.
 - (2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 <u>Market Price Requirement</u>

- (a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.
- (b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 <u>Investment in Certificates of Deposit</u>

- (a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.
- (b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 <u>Investment Pursuant to Investment Contracts and Agreements</u>

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

- (a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:
 - (1) The bid specifications are in writing and are timely forwarded to potential providers.
 - (2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.
 - (3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.
 - (4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.
 - (5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.
 - (6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.
 - (7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.
 - (b) The bids received by the Issuer meet all of the following requirements:
 - (1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material

financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

- (2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.
- (3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.
- (c) The winning bid meets the following requirements:
- (1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).
- (2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).
- (d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.
- (e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:
 - (1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.
 - (2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.
 - (3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.
 - (4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a

submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 <u>Investments to be Legal</u>

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 <u>Additional Covenants, Agreements</u>

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to

the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

FURTHER CERTIFICATIONS WITH RESPECT TO REFUNDING BONDS

- (a) Property financed with the Proceeds of the Refunded Bonds will not be sold or disposed of, in whole or in part, prior to the last maturity date of either the obligations or the last maturity of the Bonds.
- (b) All of the Proceeds of the Refunded Bonds were used to provide facilities used in the regular operations of the Issuer and neither the facilities nor the output thereof have been or are expected to be used in the trade or business of any person other than the Issuer.
- (c) Reimbursement Allocations and Original Expenditures, if any, reimbursed from proceeds of the Refunded Bonds complied with the Reimbursement Regulations in effect at the time of issuance of the Refunded Bonds.
- (d) The Proceeds of the Refunding Bonds will be used for a current refunding and the Refunding Bonds are issued not more than 90 days before the last expenditure of any Proceeds of the Refunding Bonds for payment of debt service on the Refunded Bonds. The Proceeds of the Refunding Bonds will be invested in materially higher yield acquired obligations for a temporary period of not to exceed 90 days.
- (e) No Proceeds of the Refunded Bonds remain unspent. No sinking fund has been established for the Refunded Bonds. No amount of proceeds of the Refunded Bonds are invested for a temporary period or as part of a minor portion of the Refunded Bonds.

IN WITNESS WHEREOF, the authorized officer, all as of the day fin	e Issuer has caused this Certificate to be executed by its duly rst above written.
	Treasurer, Ankeny Community School District, State of Iowa

02055422-1\10173-056

EXHIBIT A

ANKENY COMMUNITY SCHOOL DISTRICT \$34,060,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE AND REFUNDING BONDS, SERIES 2020A

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of MORGAN STANLEY & CO., LLC ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

- 1. Reasonably Expected Initial Offering Price.
- a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.
- b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.
 - c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.
 - 2. Defined Terms.
- a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.
- b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.
- c) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 4, 2020.
- d) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C., Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

MORGAN STANLEY & CO., LLC
By:
. At
Name:

Dated: Date of Delivery

SCHEDULE A

EXPECTED OFFERING PRICES

PRELIMINARY OFFICIAL STATEMENT DATED APRIL 20, 2020

New & Refunding Issue

Rating: S&P Global Ratings 'A+'

In the opinion of Bond Counsel under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, interest on the Bonds i) is not exempt from Iowa State income tax; and ii) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. The Bonds will NOT be designated as "qualified tax-exempt obligations." See "TAX MATTERS" herein.

ANKENY COMMUNITY SCHOOL DISTRICT POLK COUNTY, IOWA

\$34,060,000* School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020A

> BIDS RECEIVED: Monday, May 4, 2020, 11:00 A.M., Central Time AWARD: Monday, May 4, 2020, 5:00 P.M., Central Time

Dated: Date of Delivery (Anticipated June 3, 2020)

Principal Due: June 1, as shown inside front cover

The \$34,060,000* School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020A (the "Bonds") of the Ankeny Community School District, Polk County, Iowa (the "District") are being issued pursuant to Chapters 423E and 423F of the Code of Iowa (the "Act"), an election of the registered voters of the District on September 9, 2008, pursuant to the Act, and a resolution for the Bonds to be adopted by the District. Bond proceeds will be used for the purpose of providing funds for school infrastructure projects (see "AUTHORITY AND PURPOSE" herein for more information). In addition, the Bonds are being issued for the purpose of providing funds to current refund on June 3, 2020, \$9,395,000 of the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2012, dated October 15, 2012, maturing June 1, 2021 through 2029 (the "Series 2012 Bonds"). The Bonds are not general obligations of the District, but are special limited revenue obligations of the District. The Bonds are payable solely from the proceeds of the Bonds and tax revenues received by the District under the Act (the "Tax"), each of which are pledged to the repayment of principal and interest of the Bonds in the resolution authorizing issuance of the Bonds.

The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds. Individual purchases may be made in book-entry-only form, in the principal amount of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. Principal of the Bonds, payable annually on each June 1, beginning June 1, 2021 and interest on the Bonds, payable initially on December 1, 2020 and thereafter on each June 1 and December 1, will be paid to DTC by the District's Registrar/Paying Agent, UMB Bank, N.A., West Des Moines, Iowa (the "Registrar"). DTC will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Bonds as described herein. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date (the "Record Date").

THE BONDS WILL MATURE AS LISTED ON THE INSIDE FRONT COVER

MINIMUM BID: \$33,787,520

GOOD FAITH DEPOSIT: Required of Purchaser Only TAX MATTERS: Federal: Tax-Exempt

State: Taxable

See "TAX MATTERS" for more information.

The Bonds are offered, subject to prior sale, withdrawal or modification, when, as, and if issued subject to the unqualified approving legal opinion of Ahlers & Cooney, P.C., Bond Counsel, Des Moines Iowa, to be furnished upon delivery of the Bonds. It is expected the Bonds, in the definitive form, will be available on or about June 3, 2020 via Fast Automated Securities Transfer delivery with the Registrar holding the Bonds on behalf of DTC. The Preliminary Official Statement in the form presented, is deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to revisions, corrections or modifications as determined to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

^{*} Preliminary; subject to change

ANKENY COMMUNITY SCHOOL DISTRICT POLK COUNTY, IOWA

\$34,060,000* School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020A

MATURITY: The Bonds will mature June 1 in the years and amounts as follows:

Year	Amount*
2021	\$3,545,000
2022	3,600,000
2023	3,655,000
2024	3,710,000
2025	3,775,000
2026	3,835,000
2027	3,905,000
2028	3,980,000
2029	4,055,000

* PRINCIPAL

ADJUSTMENT: Preliminary; subject to change. The aggregate principal amount of the Bonds and each scheduled maturity thereof, are subject to increase or reduction by the District or its designee after the determination of the successful bidder. The District may increase or decrease each scheduled maturity in increments of \$5,000 but the total amount to be issued will not exceed \$35,085,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the District.

> The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

INTEREST:

Interest on the Bonds will be payable on December 1, 2020 and semiannually thereafter.

OPTIONAL:

REDEMPTION

Bonds due after June 1, 2028 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the District, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

SCHEDULE B

COPY OF UNDERWRITER'S BID

Morgan Stanley & Co, LLC - New York , NY's Bid



Ankeny Comm SD \$34,060,000 School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020A

For the aggregate principal amount of \$34,050,000.00, we will pay you \$39,170,055.23, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

contract at the text of the restoring natural.				
Maturity Date	Amount §	Coupon %	Yield %	Dollar Price
06/01/2021	3,545M	5.0000	1.2000	103.745
06/01/2022	3,600M	5.0000	1.3000	107.261
06/01/2023	3,655M	5.0000	1.3900	110.552
06/01/2024	3,710M	5.0000	1.4500	113.729
06/01/2025	3,775M	5.0000	1.5500	116.519
06/01/2026	3,835M	5.0000	1.6000	119.360
06/01/2027	3,905M	5.0000	1.7000	121.675
06/01/2028	3,980M	5.0000	1.7600	124.063
06/01/2029	4,055M	5.0000	1.8500	123.308

Total Interest Cost: \$8,695,788.89

Premium: \$5,110,055.23

Net Interest Cost: \$3,585,733.66

TIC: 1.869322

Time Last Bid Received On:05/04/2020 10:59:25 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Morgan Stanley & Co, LLC, New York , NY Contact: Daniel Kelly

Contact: Daniel Kelly
Title: Executive Director
Telephone: 212-761-1541
Fax: 212-507-2510

Issuer Name:	Ankeny Community School District	Company Name:	
Accepted By:		Accepted By:	
Date:		Date:	

EXHIBIT "B"

CERTIFICATE OF FINANCIAL ADVISOR REGARDING RESERVE FUND

I, the undersigned, do hereby certify that I am the Financial Advisor of PFM Financial Advisors LLC (the "Financial Advisor"). The Financial Advisor acknowledges that this Certificate is given, in part, as the basis for certain representations made in the Tax Exemption Certificate delivered by the Ankeny Community School District, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$34,060,000 School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020A, of the Issuer (the "Bonds"), and as a basis for certain opinions of Ahlers & Cooney, P.C., Bond Counsel, with regard to the tax-exempt status of the Bonds. All definitions contained in the Tax Exemption Certificate are hereby incorporated by reference.

- 1. Since Issuer revenues are subject to changes beyond its control, potential purchasers of the Bonds expect a reserve fund to be established to provide some measure of protection for their investments and to provide a workout period for the Issuer in case of adversity.
- 2. A reasonable time period for providing a workout is one year. Therefore, the reserve fund provided in the Resolution authorizing the issuance of the Bonds is, in our opinion, reasonably required under current market conditions.

IN WITNESS WHEREOF, I hereunto affix my official signature as of the date of delivery.

PFM FINANCIAL ADVISORS LLC

Ву:			
Title:			

02067518-1\10173-056

Item Cover Sheet

Title: Approve 2022-23 Table of Organization

Extended Information: Superintendent's Recommendation: Approve and accept the 2022-23 Table of Organization as

recommended.

Summary:

Fiscal Impact:

ATTACHMENTS:

File Name Description Type Upload Date

Table of Organization 2022-23.pdf Table of Organization 2022-23 Support Document 7/28/2022

District Organization

Board Rationale: Organizational Alignment

In an effort to move our district from a "flat" organizational model to a "chain of command" organizational model, the following changes will be made for SY 2022-2023. A chain of command organizational structure establishes accountability and lines of authority and decision-making power. An effective chain of command structure ensures proper coordination, accountability, efficiency, and better utilization of resources.

The chain of command structure clearly outlines who is responsible for a particular part of the organization, creates efficiency when solving problems, and streamlines communication. A flat organizational model often creates confusion on who to go to for a particular task creating frustration, miscommunication and can consequently result in morale issues for an organization. Whereas, a chain of command organizational structure sets up the organization to have managers and supervisors clearly designated as chief points of contact, decision makers, and resources for employees.

Purpose of Chain of Command Structure:

- 1. Responsibility ensures proper organizational decision making
- 2. Productivity stimulates workflow and management
- 3. Communication and Clarity ensures flow of information throughout the organization

Current Organization	2022-2023 Organization	
Executive Leadership	Executive Leadership	
Superintendent	Superintendent	
*Chief of Academic Services	*Assistant Superintendent	
*Chief of Operations	*Assistant Superintendent	
*Chief of Legal Affairs and Strategic Initiatives	*Chief of Legal Affairs and Strategic Initiatives	
*Chief Financial Officer	*Chief Financial Officer, Board Secretary & Treasurer	
*Director of Equity	*Chief Diversity Officer	
*Director of Communications	*Chief of Communications	
*District Office Manager	*District Office Manager	
Senior Leadership	Senior Leadership	
*Director of Elementary Schools	*Executive Director of Elementary Schools	

*Director of Secondary Schools	*Executive Director of Secondary Schools		
*Director of Human Resources	*Executive Director of Human Resources		
Director of Curriculum and Innovation	Director of Curriculum and Innovation		
Director of Professional Development and Leadership Development	Director of Professional Development and Leadership Development		
Director of Special Programs	Director of Student Services		
Director of Construction and Operations	Director of Construction and Operations		
Director of Technology	Director of Technology		
Director of Business Services	Director of Business Services		
Director of Nutrition Services	Director of Nutrition Services		
Postsecondary Readiness Specialist	Postsecondary Readiness Specialist		
Systems Integration Specialist	Systems Integration Specialist		
Safety and Security Specialist	Safety and Security Specialist		
District Data Specialist	District Data Specialist		
Purchasing Agent Manager	Purchasing Manager		
Central Printing Manager	Central Printing Manager		
Community Engagement Manager	Community Engagement Manager		
Before and After School Program Manager	Before and After School Program Manager		
Webmaster	Webmaster		

^{*}Indicates Superintendent Cabinet Team

Direct reports to the Superintendent:

- Assistant Superintendent Dr. Jen Lindaman
- Assistant Superintendent Dr. Darin Haack
- Chief of Legal Affairs & Strategic Initiatives Ms. Jessica Dirks, J.D.
 Chief Financial Officer, Board Secretary & Treasurer Mrs. Jennifer Jamison
- Chief Diversity Officer Mr. Kenneth Morris, Jr.
- Chief of Communications Mrs. Samantha Aukes
- District Office Manager Mrs. Sarah Murphy

Direct reports to Dr. Jen Lindaman, Assistant Superintendent:

- Executive Director of Elementary Schools Tara Owen
- Executive Director of Secondary Schools Bev Kuehn
- Director of Curriculum and Innovation Carol Eddy

- Director of Professional Development and Leadership Development Al Neppl
- Director of Student Services Nancy Lehman
- Postsecondary Readiness Specialist Amy Steenhoek

Direct reports to Dr. Darin Haack, Assistant Superintendent

- Director of Construction and Operations Tim Simpkins
- Executive Director of Human Resources Jodie Graham
- Director of Technology Brad Johnson
- Systems Integration Specialist Kirk Magill
- Safety and Security Specialist Jon Davis
- Purchasing Manager Jeff Johnson
- Central Printing Manager Nola Baccam

Direct report to Ms. Jessica Dirks, J.D., Chief of Legal Affairs & Strategic Initiatives:

- Manager, Community Engagement Heidi Palkovic
- District Data Specialist Jennifer Riedemann
- Manager, Before and After School Program Nancy Jeffs

Direct Report to Mrs. Jennifer Jamison, Chief Financial Officer, Board Secretary & Treasurer:

- Director of Business Services Dallon Christensen
- Director of Nutrition Services Scott Litchfield

Direct reports to Mrs. Samantha Aukes, Chief of Communications:

- Webmaster Michelle Siefkas
- Marketing & Communications Assistant Shannon Cole
- Marketing & Communications Assistant Shelley Rouse



Item Cover Sheet

Title: Approve BASP Wage Schedule

Extended Information: Superintendent Recommendation: Approve and accept the BASP Wage Schedule as presented.

ATTACHMENTS:

File Name Description Type Upload Date

BASP Wage Increase Proposal 22-23.pdf BASP Wage Schedule Support Document 7/29/2022

Recommended Entry-Level Hourly Wage for Before/After School Program 2022-2023 School Year Effective August 2022

Rationale

In an effort to address staffing challenges and offer the Before / After School Program at as many of the district's elementary schools as possible and to as many students as possible, following wage adjustments are recommended. These adjustments will make these wages competitive with other part-time / equivalent positions in the community. This should not prevent the Before / After School Program from generating revenue for the district and may, in fact, allow the program to generate more income as it scales to serve more students.

Proposed Wage Adjustment

Position	Current Wage	Proposed Wage	Estimated # of Employees*
Site Leader	\$20-\$30 based on experience	No change	10
Assistant Site Leader	\$18.25-\$20 based on experience	No change	Up to 10 pending site enrollment
Teacher	\$14-\$18 based on experience	\$16-\$18 based on experience	40 pending enrollment
Program Assistant	\$11.00	\$14.00	40 pending enrollment

^{*} Estimates based on full enrollment of students and staff



Item Cover Sheet

Title: Approve 2023 IASB Priorities

Extended Information: Superintendent's Recommendation: Approve and accept the 2023 IASB Priorities as presented.

ATTACHMENTS:

File Name Description Type Upload Date

IASB Resolutions.pdfIASB ResolutionsSupport Document7/28/2022

2022 IASB Legislative Resolutions

STUDENT ACHIEVEMENT AND ACCOUNTABILITY

1. RESEARCH-BASED INITIATIVES

Supports implementation of initiatives in Iowa's PK-12 education system that:

- Are research-based:
- Are focused on student achievement: and
- Do not "re-purpose" existing education funds.

2. STANDARDS AND ACCOUNTABILITY

Supports continued progress in the development of rigorous content standards and benchmarks that reflect the real-world knowledge and skills students need to graduate from high school prepared for college or to enter the workforce, including the following state actions:

- Provide and fund technical assistance to help school districts fully implement the lowa Core Content Standards which defines what students should know and be able to do in math, science, literacy, social studies, and 21st century skills;
- Continue to improve the statewide assessment to ensure alignment to the lowa Core Content standards and provide the necessary funding and technological capacity for every student to successfully complete the assessment;
- Support research-based professional development that provides educators with training, support and time to work together so that they can successfully teach a rigorous curriculum to all students. Ensure that curriculum decisions about how to teach remain in the hands of local schools and teachers; and
- Include and fund all the components of successful standards systems: assessments aligned to high expectations, improved and aligned instruction and quality professional development.
- Provide programming and funding for career and technical education and apprenticeships.

IASB supports development of model content standards, recommended assessments and professional development supports in additional content areas but opposes expanding accountability, reporting and accreditation requirements in these areas.

3. PRESCHOOL

Supports continued funding to ensure that all 4 and 5-year-olds have access to the Statewide Voluntary Preschool Program.

Supports an increase in funding from the current weighting of 0.5 to 1.0 full-time equivalent to increase the ability of districts to provide services such as full-day programming and transportation to ensure that all 4 and 5-year-olds have the ability to attend the Statewide Voluntary Preschool Program.

Districts should be given maximum flexibility to assign costs to the program.

4. EARLY LITERACY

Supports continued progress in early literacy, including:

- Continued development of and funding for research on best practices for improving proficiency in early literacy strategies.
- Continued funding for professional development and classroom intervention strategies focused on implementing best practices for early literacy in grades PK-3.

- The continuation of programs currently funded by the early intervention block grant program with flexibility to use those funds for other K-3 literacy programs if approved by the school board.
- Additional funding for programs designed to ensure that all students meet literacy expectations by the end of 3rd grade.

5. ENGLISH LEARNERS

Supports sufficient and on-time funding for English-learners (EL) until the students reach proficiency.

6. ACHIEVEMENT GAP FROM LOSS OF IN-PERSON INSTRUCTION

Supports additional resources to school districts and AEAs to:

- Identify achievement gaps among individual students that have occurred as a result of health pandemics or natural disaster breaks in instruction; and
- Provide remediation for all students impacted negatively by loss of instruction due to health pandemics or natural disaster school closings.
- Equitably distribute any state or federal funds to school districts and AEAs
- Allow for maximum flexibility and local decision-making to spend funds to meet student and district needs.

7. DROPOUT/AT RISK

Supports the inclusion of dropout prevention and funding for at-risk students in the foundation formula and the inclusion of socio-economic status as a factor in determining a student's at-risk status. Supports allowing districts to request additional dropout prevention modified supplemental amount up to the 5% maximum cap. Opposes changes to the compulsory age of attendance unless sufficient funds are provided to implement strategies to retain those students.

8. MENTAL HEALTH

Supports efforts to establish comprehensive community mental health systems to offer preventative and treatment services and comprehensive school mental health programs that include:

- Increased access for in-school and telehealth services;
- Increased access to mental health professionals via in-person or telehealth visits;
- Creation of a categorical funding stream designated for mental health professionals serving students and ongoing teacher, administrator, and support staff mental health training;
- Ongoing teacher, administrator, and support staff training to improve the awareness and understanding of child emotional and mental health needs;
- Integration of suicide prevention and coping skills into existing curriculum:
- Expanding state-funded loan forgiveness programs to include mental health professionals who agree to provide services to schools;
- An ongoing mental health resources clearinghouse for schools and community providers; and
- Trainings that include a referral plan for continuing action provided by mental health professionals outside of the school district.

9. SPECIAL EDUCATION—STATE

Supports predictable and timely state funding to serve students receiving special education services at a level that reflects the actual cost and needs, including educational programming and health care.

10. SPECIAL EDUCATION—FEDERAL

Supports federal commitment to fund 40% of the cost of educating students receiving special education services through the Individuals with Disabilities Education Act (IDEA). We urge the federal government to modernize and fully fund IDEA by emphasizing improved outcomes for students with disabilities.

11. AREA EDUCATION AGENCIES

Supports full and equitable funding across all area education agencies to provide essential services in a cost-effective manner to school districts including, but not limited to:

- Special education;
- Technology;
- Professional development;
- Curriculum assessment;
- Student assessment data analysis
- Teacher training on social-emotional learning and services for students in schools; and
- Creating and maintaining an online platform for students for remote learning.

12. SCHOOL CALENDARS

Supports the authority of locally elected school boards to determine the school calendar to best meet student needs, including but not limited to school start dates, year-round schools, and the use of virtual learning opportunities in response to natural disasters, weather or other emergencies.

EDUCATOR QUALITY

13. TEACHER LEADERSHIP AND DEVELOPMENT

Supports adequate resources for research-based programs and strong instructional leadership, including:

- Teacher leadership and development;
- Beginning teacher mentoring programs;
- Quality professional development programs, including those that prepare teachers for online or remote learning strategies; and
- Ongoing and additional cultural competency training.

14. MARKET-COMPETITIVE WAGES

Supports providing school districts with incentives and the flexibility to pay market competitive wages for shortage area positions, especially in areas required to meet graduation and lowa content standards. These incentives and flexibility should additionally be used to help diversify lowa's teaching profession.

15. BENEFITS

Supports allowing school districts to voluntarily enroll their employees in the state's health, dental and life/long-term disability insurance pools.

16. TEACHER RECRUITMENT & LICENSURE

Supports additional tools to attract individuals to the teaching profession, especially for teacher shortage areas including:

- Alternative teacher licensure upon completion of research-based teaching pedagogy training in addition to content knowledge in a curricular area;
- Pathways for individuals with non-traditional or international educational backgrounds to meet licensure qualifications;
- Reciprocity agreements with other states with high-quality education programs so as to increase diversity among our certified teachers and administrators;
- Expansion of programs such as: Teach Iowa Scholar, Troops to Teachers, Teacher Intern Program, and others as approved by the Board of Educational Examiners;
- Programs designed to recruit and retain teachers that will better match the demographic makeup of our student population; and

• Advocate for funding of loan forgiveness programs, grants, and stipends that will make education careers a more attractive and affordable option.

17. STAFF REDUCTIONS

Supports giving school districts and AEAs the option to waive the termination requirements in *Iowa Code* Section 279.13 to reduce staff in response to reductions in funding.

18. LABOR/EMPLOYMENT LAWS

Supports labor and employment laws that balance the rights of the employees with the rights of management, with an emphasis on student achievement and student safety.

FISCAL RESPONSIBILITY AND STEWARDSHIP

19. SCHOOL FUNDING POLICY

Supports a school foundation formula that:

- Provides sufficient and timely funding to meet education goals;
- Equalizes per pupil funding for all program areas;
- Equitably funds all Area Education Agencies;
- Provides a funding mechanism for transportation costs that reduces the pressure on the general fund and addresses inequities between school districts;
- Includes factors based on changes in demographics including socio-economic status, remedial programming, and enrollment challenges;
- Reflects actual costs for special education services;
- Incorporates categorical funding in the formula within three years; and
- Includes a mix of state aid and property taxes.

20. SUPPLEMENTAL STATE AID

Supports setting supplemental state aid:

- At a rate that sufficiently supports local districts' efforts to plan, create and sustain world-class schools;
- For FY 2023, by January 28, 2022; and
- For FY 2024 and future budget years, at least 14 months prior to the certification of the school's district budgets.
- Within the statutory requirements allows districts to make sound financial decisions on programs and staffing levels in order to provide the best possible education to all students.
- By a formula driven method for establishing the supplemental state aid growth rate if it is not set within the statutory requirements.
- That maintains an appropriate balance between using the state's general fund and property tax revenue.

21. BUDGET GUARANTEE

Supports increasing the budget guarantee amount to 3% to provide additional stability to school districts with declining enrollment.

22. PROPERTY TAXES

Supports holding school districts harmless in property tax restructuring. Supports efforts to minimize property tax disparities created by the additional levy rate without compromising additional resources to school districts. Supports improved transparency and limits on the use of Tax Increment Financing (TIF) including the following requirements:

- To receive input from all affected taxing bodies before creation of a TIF district; and
- To limit the duration of all TIF districts.

23. BOND ISSUES

Supports allowing school bond issues to be passed by a simple majority vote.

Supports the authority to levy a combination of property taxes and income surtaxes to pay the indebtedness.

Supports legislation to clarify that revenue bonds do not count toward a 5% statutory debt limit.

24. SPECIAL LEVY FUNDS

Supports flexibility in the use of voter and board-approved special levy funds.

25. TAX BASE

Supports:

- A non-partisan annual review and analysis of all income, sale, or property tax exemptions and other tax credits or deductions currently provided in lowa law. This would include an analysis of the impact on lowa's economy and state tax revenues. Creation of a new tax credit must undergo a non-partisan cost-benefit analysis, including the impact on lowa's economy and state tax revenues.
- Elimination of any tax credits that are deemed not effective and redirect any revenue increases from the elimination of those credits to enhance funding for public education.
- The legislative body, through legislation and the administrative rules process, being the sole authority to make tax law changes, restrict future tax bases or provide additional tax breaks that decrease revenue to the state.
- Transparency of current tax laws and proposed tax law changes on the direct and indirect impact on public school funding.

IASB opposes a constitutional amendment or statewide voter referendum that would limit taxes, spending or local control impacting education.

26. FRANCHISE FEES

Opposes the imposition of franchise fees on school corporations unless the board of directors agrees to such a fee.

27. UNFUNDED MANDATES

Opposes mandates that do not provide adequate and direct funding for successful implementation.

28. BROADBAND ACCESS & CONNECTIVITY

Supports infrastructure investments and expanded access to affordable high-speed internet including:

- Incentivizing providers to expand service in lowa with a priority on addressing those areas with access to the slowest speeds.
- Establishing minimum download and upload speeds in order for providers to receive grant funding or other incentives.

GOVERNANCE

29. LOCAL ACCOUNTABILITY AND DECISION-MAKING

Supports providing local school boards with decision-making authority regarding methods to accomplish desired educational outcomes. IASB opposes overly restrictive or inefficient limitations which inhibit

innovation, efficiency, and the ability of school boards to meet local needs. Local accountability and decision-making include:

- Student Achievement: As locally elected officials, school boards should have the ability to set priorities, customize programming, and maximize community strengths to improve outcomes for all students;
- Accountability & Reporting: Data collection for state accountability should enhance the ability of school boards to focus on student learning and school improvement. IASB supports streamlining state-level reporting on management operations and eliminating duplicative or inefficient reporting processes;
- Funding flexibility: School boards should have the ability to maximize existing resources to meet local needs:
- Transparency: School boards should have flexibility to provide public access to records in ways that promote transparency for citizens while balancing the cost to taxpayers; and
- Flexibility on Health and Safety Emergencies: School boards should have the ability to make decisions, in partnership with local health officials, regarding the health and safety needs of students, staff, families and the community.

30. EXPANDING EDUCATIONAL OPPORTUNITIES

Supports providing the flexibility to expand educational opportunities and choices for students and families. Educational options must remain under the sole authority of locally elected school boards charged with representing community interests and accountability. IASB supports efforts including:

- Investment in magnet and innovation schools; expansion in flexible program offerings; and greater partnerships among schools and community organizations;
- Establishment of charter schools under the direction of the locally elected public school board; and
- Establishment or use of online schools or classes while maintaining per pupil funding.

Supports opportunities for continued collaboration between public and nonpublic schools; however, the association opposes the use of additional taxpayer funds for the creation of vouchers or educational savings accounts or an increase in tax credits or deductions directed toward nonpublic schools.

31. ELECTIONS

Supports a minimum of four special election dates per calendar year for bond referendums, votes on levies and revenue purpose statements and filling school board vacancies.

32. SHARING AND REORGANIZATION

Supports continuation of sufficient incentives and assistance to encourage sharing or reorganization between school districts including the establishment of regional schools. Supports expanding the positions eligible for operational sharing incentives.

33. HOME SCHOOL REPORTING

Supports requiring parents/guardians home schooling their children without the support of a certified teacher to register with their public school attendance centers.

2022 IASB Legislative Priorities

DROPOUT/AT RISK (RESOLUTION #7)

Supports the inclusion of dropout prevention and funding for at-risk students in the foundation formula and the inclusion of socio-economic status as a factor in determining a student's at-risk status. Supports allowing districts to request additional dropout prevention modified supplemental amount up to the 5% maximum cap. Opposes changes to the compulsory age of attendance unless sufficient funds are provided to implement strategies to retain those students.

MENTAL HEALTH (RESOLUTION #8)

Supports efforts to establish comprehensive community mental health systems to offer preventative and treatment services and comprehensive school mental health programs that include:

- Increased access for in-school and telehealth services;
- Increased access to mental health professionals via in-person or telehealth visits;
- Creation of a categorical funding stream designated for mental health professionals serving students and ongoing teacher, administrator, and support staff mental health training;
- Ongoing teacher, administrator, and support staff training to improve the awareness and understanding of child emotional and mental health needs;
- Integration of suicide prevention and coping skills into existing curriculum;
- Expanding state-funded loan forgiveness programs to include mental health professionals who agree to provide services to schools;
- An ongoing mental health resources clearinghouse for schools and community providers; and
- Trainings that include a referral plan for continuing action provided by mental health professionals outside of the school district.

TEACHER RECRUITMENT & LICENSURE (RESOLUTION #16)

Supports additional tools to attract individuals to the teaching profession, especially for teacher shortage areas including:

- Alternative teacher licensure upon completion of research-based teaching pedagogy training in addition to content knowledge in a curricular area;
- Pathways for individuals with non-traditional or international educational backgrounds to meet licensure qualifications;
- Reciprocity agreements with other states with high-quality education programs so as to increase diversity among our certified teachers and administrators;
- Expansion of programs such as: Teach Iowa Scholar, Troops to Teachers, Teacher Intern Program, and others as approved by the Board of Educational Examiners;
- Programs designed to recruit and retain teachers that will better match the demographic makeup of our student population; and
- Advocate for funding of loan forgiveness programs, grants, and stipends that will make education careers a more attractive and affordable option.

SCHOOL FUNDING POLICY (RESOLUTION #19)

Supports a school foundation formula that:

- Provides sufficient and timely funding to meet education goals;
- Equalizes per pupil funding for all program areas;
- Equitably funds all Area Education Agencies;
- Provides a funding mechanism for transportation costs that reduces the pressure on the general fund and addresses inequities between school districts;
- Includes factors based on changes in demographics including socio-economic status, remedial programming, and enrollment challenges;
- Reflects actual costs for special education services;
- Incorporates categorical funding in the formula within three years; and
- Includes a mix of state aid and property taxes.

SUPPLEMENTAL STATE AID (RESOLUTION #20)

Supports setting supplemental state aid:

- At a rate that sufficiently supports local districts' efforts to plan, create and sustain world-class schools;
- For FY 2023, by January 28, 2023; and
- For FY 2024 and future budget years, at least 14 months prior to the certification of the school's district budgets.
- Within the statutory requirements allows districts to make sound financial decisions on programs and staffing levels in order to provide the best possible education to all students.
- By a formula driven method for establishing the supplemental state aid growth rate if it is not set within the statutory requirements.
- That maintains an appropriate balance between using the state's general fund and property tax revenue.